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THE
PRACTISING ATTORNEY;
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- I. The Practice of the Courts of *King's-Bench* and *Common-Pleas*, shewing the Nature and Forms of Writs, Entries, Declarations, Pleadings, Judgments, &c. With the Rules and Orders of those Courts, and Directions in all Cases relating to Causes and Trials.
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CONTAINING
The Principles of an Attorney in
All his Offices.

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THE
PREFACE.

ON the frequent Importunities of my Friends and Acquaintance, and the particular Encouragement of a very Eminent Person, I have adventured to Undertake and Publish a Universal Book of Practice in the Law; a Design in its Nature perfectly New, and which all Persons will confess to be of very great Use to our Practising Attorneys.

I have been some Years past in collecting Materials, and gaining the Experience necessary for this Work; and I am ready to own I have had some Helps in it from Ingenious

THE PREFACE.

genious Practisers, whose Names I could mention, would it be any Honour or Advantage to them, or had they any other Intention than a Service to me in their kind Assurances.

The Title to my Treatise is so very copious, that I need not enlarge upon the several Branches of it; nor is any Prefatory Discourse, on our Courts of Justice, or the Business I have handled, of any Use in this Place, since the Body of my Book particularly illustrates what is requir'd: Nor is it of any Avail, to enumerate the great and frequent Mutations of our Laws and Statutes, and Rules and Orders of Courts, for the Direction and Guidance of all Law Proceedings.

These Things are obvious to all Capacities, and will justify me in this Undertaking; especially when it is consider'd, That all the Books hitherto written on the Practice of the Law, are either of a very antient Date, or were some time since wrote, tho' late Editions of them have appeared to the Publick; but without those Continuations and Amendments which were absolutely requisite, to render them compleatly useful.

I have no where inserted in this Work, any long Introductions, nor is any Thing purposely used to swell the same beyond what is necessary:

The PREFACE.

ry : The Law Student at once turns to the Information he wants, and I have done all as I could to avoid those Tautologies which others have been guilty of, and are so very tedious, and burthensome to the Memory. Tho' I have taken some Things from my Predecessors, as they have done from each other, I have at the same time made the most considerable Improvements; and there is not any Branch I have gonethrough, but it is highly evident is writ in an entire New Method, and hath some new Matter and curious Precedents.

As it may be expected I should instance some Particulars herein, and to set forth the Deficiencies of the other Books, I shall briefly do it : The Reader is to be inform'd, That the Laws and Statutes relating to the Practice of an Attorney; the Rules and Orders of the Common-Law Courts, down to this time; with many Things under the Heads of Declarations, Issues, Records, Writs of Error, &c. in the Business of those Courts; some Precedents of Bills and Answers in the Chancery, and the Exchequer; many Conveyances and Settlements of Estates and Interests; and some Instructions for Court-keeping, compriz'd in these Sheets, are not to be found in any other Treatise of this Kind, or in any one, or all the Books of Practice yet extant.

This

The PREFACE.

This will appear undeniably true; and that a Universal Book of Practice was wanting, with the Improvements I have made, I doubt not the Concurrence of the whole Profession; And the Treatise now introduced, hath this Advantage over others, That, thro' its great Variety, it is in itself a Library, or OFFICE, (the Title I have given it) and abundantly sufficient for the generality of Practisers of the Law.

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PRACTISING ATTORNEY:
OR,
LAWYER'S OFFICE.

PART. I.

The PRACTICE of the COMMON-LAW-
COURTS, with the Forms of Writs, Entries,
Declarations, Pleadings, &c.

IN a Treatise of the Law, *Method* is a principal Care of the Compiler, without which Confusion and Perplexity are unavoidable; I shall therefore promise, and endeavour to go through as I ought, a Method that is *New*, and more easy to the Practisers of the Law, than what hath hitherto appear'd on the Subject I have chosen; and in Pursuance of it, I think it is highly necessary that the Laws and Statutes relating to the Practice of our Courts, should be first communicated; as the great Foundation of Business, before I proceed to the Business it self: 'Tis for these Reasons, I begin my Work with a concise Notice of the most material Statutes concerning the Practice of the Law.

Of the LAWS and STATUTES relating to
the Practice of an Attorney.

By the Stat. 21 Jac. 1. c. 16. it is enacted, That all Actions li-
Writs or Formedon in Descender, Remainder, &c. for any mised.
Title or Cause in *Esse*, shall be sued within 20 Years after
the Title or Cause shall accrue; otherwise, such Title shall

The PRACTISING ATTORNEY: Or,

be for ever after Barred, and the Party claiming excluded his Entry. Entry on Lands, Tenements, or Hereditaments, must be within 20 Years next after a Right or Title is gain'd: But the Titles of Infants, Feme-Coverts, Persons *Non compos mentis*, and of such as are under Imprisonment, or beyond the Seas, are saved; so as they commence their Suits at any Time within 10 Years after their Imperfections are remov'd.

All Actions upon the Case, (other than for Slander,) Actions for Accompt, (except such as concern Merchandize,) Actions of Trespass, Debt, Detinue, Trover, and Replevin, shall be Commenced within six Years after the Cause of Action, and not after: All Actions of Trespass and Assault, Battery, Wounding, and Imprisonment, are to be brought within four Years after the Cause of Suit, and not after. And all Actions upon the Case for Words, shall be Commenc'd within two Years after the Words spoken, and not after.

But the Right of Action in these Cases is also saved to Infants, Feme-Coverts, &c. so as they commence their Suits within the Times limited after their Impediments are remov'd: And there is a Proviso in the Act, that where the Plaintiff's Judgement shall be revers'd by Error; or a Verdict pass for him, and it is given against him in Arrest of Judgement, &c. In such Cases, the Plaintiff his Heirs, Executors, or Administrators, may commence a new Action within a Year after such Judgement reversed, or given against the Plaintiff, &c.

Arrests.

If any Attorney, &c. maliciously cause any Person to be Arrested, the Prosecutors shall be Imprison'd 6 Months, and be liable to a Forfeiture of 10 l. and treble Damages. Stat. 8 Eliz. c. 2. And Sheriffs granting Warrants for Arrests, &c. before the Receipt of the Writs, shall forfeit 10 l. and treble Damages, and 20 l. Fine to the King. 43 El. c. 5.

By 13 Car. 2. c. 2. no Person Arrested upon any Writ out of B R. or C B. upon which he is Bailable by the Statute of 25 H. 6. c. 10. shall be forced to give Security for his Appearance at the Day in such Writ, &c. in any Sum above 40 l. unless the Cause of the Action be particularly express'd: And where such Cause of Action is not express'd, all Sheriffs and Officers shall let to Bail Persons arrested, upon 40 l. Security for their Appearance.

The Stat. 22 and 23 Car. 2. c. 2. ordains, That no Sheriff, Bailiff, or other Officer, shall carry any Person under Arrest to any Tavern, Ale-House, or other publick

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lick Drinking-House, without his Consent; so as to charge him with any Beer, Ale, Wine, &c. but what he shall freely call for. Nor shall demand or receive more from him for the Arrest or Waiting, than by Law ought to be, until an Appearance procur'd, Bail found, &c. Nor shall take or exact any more for keeping such Person out of Prison, than what he shall of his own voluntary Accord truly give: Nor take any more for Lodging than what is reasonable, or what shall be adjudg'd to be so by the next Justice of Peace.

By the 29 Car. 2. c. 7. no Writ, Process, Warrant, &c. (except in Cases of Treason, Felony, or for Breach of the Peace,) shall be serv'd upon a Sunday: If they are they shall be void, and the Person serving them shall be liable to the Suit of the Party griev'd, and answer Damages, as if he had done the same without Writ.

All Attornies, by 4 H. 4. c. 18. are to be Examined *Attornies.* by the Justices, and by their Discretion put into the Roll. They shall swear to Execute their Offices truly; and where they are Insufficient, they shall be remov'd by the Justices, and their Clients have notice thereof. If any die, or cease to practise, the Justices are to appoint others: And if an Attorney be found notoriously in the Fault, he shall forswear the Court, and never after be admitted into any other Court.

The Stat. 32 H. 8. c. 30. enacts, That every Attorney shall enter his Warrant of Attorney in every Suit upon Record in Court, on pain of 10 l. and Imprisonment. And by 3 Jac. 1. c. 7. an Attorney, Solicitor, &c. shall not be allow'd any Fees laid out for Council, or otherwise, unless he have Tickets thereof signed by them that receive such Fees: And he shall give unto his Client true Bills of all the Charges of Suit, under his own Hand, before he can charge his Client with the Payment thereof.

By the same Statute, if an Attorney delay his Client's Suit for Gain, or demand by his Bill more than his due Fees and Disbursements, the Client shall recover Costs and treble Damages; and he shall be for ever after disabled from being an Attorney or Solicitor. None are to be admitted Attornies in Courts of Record, but such as have been brought up in the said Courts, or otherwise well Practis'd and Skilful, and of an honest Disposition: And none but such shall be hereafter suffer'd to solicit Causes in any Court.

An Attorney shall not suffer any other to follow a Suit in his Name, on pain that each of them shall forfeit 20 l. to be divided between the King and the Parry griev'd thereby.

The PRACTISING ATTORNEY: Or,

By 13 W. 3. c. 6. and other late Acts, Attornies, Solicitors, Counsellors, &c. are to take the Oaths of Allegiance, Supremacy, and Abjuration, or be disabled to Execute their Employments, to prosecute any Suir, be a Guardian, &c. and to forfeit the Sum of 500 l.

*Champerty,
&c.*

By Stat. 33 Ed. 1. Attornies, &c. arraigned of Champerty, shall suffer three Years Imprisonment, and be Fined at the King's Will. And Champertors are such as move Pleas and Suits, or cause them to be moved, and prosecute them at their own Charge, to have Part of the Thing sued for, or Part of the Gains.

The 28 Ed. 1. ordains, That none shall take upon him a Cause or Sui, with an Intent to have Part of the Thing sued for; neither shall any upon any such Contract give up his Right to another, on pain that the Taker shall forfeit to the King so much of his Lands and Goods as do amount to the Value of the Part so purchased for such Maintenance.

None shall maintain any Quarrels save their own, on pain to have their Bodies, Lands, and Goods, at the King's Pleasure. Stat. 20 Ed. 3. c. 4. And by 32 H. 8. c. 9. None shall unlawfully maintain any Sui or Action, retain any Person for Maintenance, Imbrace Jurors, &c. on pain of forfeiting for every Offence 10 l. to be divided between the King and Prosecutor.

Barretors are common Wranglers and Promoters and Stirrers up of Suits and Quarrels, to the Disturbance of the Peace, &c. who are punishable for such Offences. But a Man may prosecute an infinite Number of Suits against others, which are his own proper Suits, and not be a Barretor; for if they are False, the Defendants shall have Costs against him and recover their Damages. But if a Man designs not the Recovery of his own Right, but merely to ruin and oppress his Neighbours, it is Barretry.

Vide 34 Ed. 3. c. 1. Conspirators are such as bind themselves by Oath or other Alliance, falsely and maliciously to Indict, and falsely to move and maintain Pleas, &c. who are to be punished by Imprisonment, Fine, &c. at the Discretion of the Justices. Stat. 33 Ed. 1. and 7 H. 5.

Affidavits,

By 29 Car. 3. c. 5. the Chief Justice and other Justices of the Court of King's Bench, or any Two of them, whereof the Chief Justice to be one; and the Chief Justice of the Common Pleas, and the rest of the Justices there, or Two of them, whereof the Chief Justice to be one; and the Lord-Treasurer, Chancellor, and Barons of the Exchequer,

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or Two of them, &c. may by Commission under the Seals of the respective Courts, empower Persons in the several Counties, to take Affidavits concerning any Thing depending in the said Courts, as Masters of Chancery in extraordinary use to do.

Which Affidavits shall be filed in the several and respective Offices of the said Courts to which they relate; and then be read and used in all the said Courts as other Affidavits are, and to be of the same Effect as Affidavits taken in Court, viz. to be read upon Motions, but not upon Trials: And all Persons forswearing themselves in such Affidavits, are to incur the like Penalties as if they had been taken in open Court.

Also a Judge of Assize in his Circuit may take and receive any Affidavit, that any Person shall be willing to make before him, in or concerning any Cause, Matter, or Thing depending, or relating to any Proceedings in the said Courts of *King's-Bench*, *Common-Pleas*, and *Exchequer*, or any of them.

The Persons taking the Affidavits as above, shall receive only 1 s. for so doing.

The 4 and 5 W. and M. c. 4. empowers the Judges of *Bail*. the *King's-Bench*, or any Two of them, whereof the Chief Justice to be one; the Justices of the *Common-Pleas*, or any Two of them; and the Barons of the *Exchequer*, to grant Commissions to Persons to take Bail in the Country, in Causes depending in their several Courts.

In the Taking and Filing whereof, the *Court of King's-Bench* hath Order'd, that the Bail-piece shall be drawn and engrossed on Parchment, in the Form following:

A. B. Atorn. } pro Def. }	<i>Midd. ss.</i> Johannes Doe de Islington in Com' præd' Gen' traditur in Ball. Super Cepi Corp. Johann. Denn de Hackney in Com' præd' Gen. Rich. Fenn de Highgate in Com' præd. Gen. Ad Sectam Capt. & Cognit. die, &c. coram, A. B. un Commis- sionar. &c.
--------------------------------------	---

Richardi Roe.

In taking the Recognizance, the Cognizors must undertake, that if the Defendant be condemn'd at the Suit of the Plaintiff, he shall satisfy the Costs and Condemnation, or render his Body to the Marshal of the Court; or that they will pay the Costs and Condemnation for him. If Bail be

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given upon any Action remov'd by Habeas Corpus, then instead of Writing *Super Capi Corpus*, say, *Super Brev. de Hab. Corp.* And instead of Writing the Plaintiff's Name, write, *ad Solam Quer. in Queral.* And the Cognizors must undertake as above.

The Affidavits of due taking such Bail, shall be made either before some Judge of B. R. or some other Person who shall have Power to take Affidavits in Causes depending in the said Court. All Bails taken by the Commissioners within 40 Miles of London, are to be transmitted to one of the Justices of the Court within 8 Days after the taking: And where the Distance from London exceeds 40 Miles, within 15 Days after the taking thereof: Unless all the Justices shall be in their Circuits; and then, as soon as any one of them shall be returned. The Commissioners shall keep Books for entering the Names of the Defendant and his Bail, &c. as it is in the Bail-piece, and the Time of taking, &c. And the Plaintiff's Attorney shall be at liberty to repair to such Books, and enquire into the Sufficiency of the Bail; and if they are found Insufficient, they may except against them within 20 Days after the Bail is transmitted and notice to the Plaintiff or his Attorney of the Taking thereof: And in that case the Defendant is to put in better Bail, or the Cognizors must justify themselves in open Court, &c.

In the *Common-Pleas*, before any Bail be taken by Virtue of the said Act, it is Ordered by the Court, that a true Copy of the Writ on Parchment, to which the Defendant is to put in Bail, shall be brought to the Commissioner, and thereupon the Bail-piece shall be drawn and engross'd on the said Parchment Copy, in this or the like Form, *viz.*

A. B. Attorn. } Manuaptores Johannes Denn de, &c.
pro. Def. } in Com' Ebor' Gen' & Richardus Fenn de
 } eadem Gen'.

Pars ipsa in 20 l.

Uterque M. in 10 l.

Capt' & Cognit' die Anno
Dni', &c. de bene esse coram
me A. B. un' Commisionar.

If the Defendant be not present, then the Bail are usually bound in double the Sum in the Writ, otherwise only single: And the Condition of the Recognizance is to this Effect, *viz.* You (the Defendant) do acknowledge to owe unto the Plaintiff 20 l. And you (the Bail) do severally acknowledge to owe unto the same Person, the Sum of 10 l.
a-piece,

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a-piece, to be levied upon your several Goods and Chattels, &c. upon Condition that if the Defendant be condemn'd in the said Action, he shall pay the Condemnation, or render himself a Prisoner to the Fleet for the same: And if he fail so to do, you (the Bail) do undertake to do it for him.

The Affidavits of the due taking of the Bail, are to be made before some Judge in C B. or other Person empow-er'd to take them, as in B R. And within 40 Miles of London, the Bails are to be transmitted up to the Justices within 10 Days; and at a farther Distance within 20 Days, &c. Also Books are to be kept by the Commissioners for Entering the Bails, and the Sufficiency of the Bail may be enquir'd into and excepted against in 20 Days, &c. in like Manner as in the Court of B R.

Affidavit of taking Bail.

In Banco Reg. Inter A. B. Quer' & C. D. Def. E. F. of &c. maketh Oath that the Recognizance of Bail or Bail-piece hereunto annex'd, was duly acknowledged by &c. (the Bail) before G. H. Esq; the Commissioner who took the same in this Deponent's presence.

Jurat die, &c. coram, &c.

E. F.

The Chief Justice of the *King's-Bench* and *Common-Pleas*, Recogni-
by 23 H. 8. c. 6. or either of them, or (in their Absence *zances*,
out of the Term) the Mayor of the Staple at *Westminster*,
and the Recorder of *London*, have Power to take Recogni-
zances for the Payment of Debts in this Form following:

Noverint universi per presentes nos A. B. & C. D. teneri & firmiter obligari Johi Stile, in Cent' libr' Solvend' eidm' Joh', aut suo certo Attorn. hoc Script' offend. Hered. vel Execut' suis in tali fest. &c. proxim' futur' post Dat' present. & si Defecero, vel Defecerimus in solutione Debit' predict. volo & conced. (vel sic volumus & concedimus) quod tunc currat super me Hered. & Executor. meos (vel super nos & quemlibet nostrum Hered. & Execut' nostros) postea in Statuto Stapul. de Debit. pro Merchandisiis in ead' emptis Recuperand. Ordinatur. & provis. Dat. die & Anno, &c.

And so it may be either single or double, *Mutatis Mutandis*.

The Obligation is to be sealed with the Seal of the Recognizors, and also with such Seal as the King shall appoint, and with the Seal of one of the Chief Justices, &c. And the Clerk of the Recognizances (appointed by the

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King) shall Write and Inroll such Obligations in two several Rolls indented, whereof one shall remain with such of the said Justices, &c. as shall take the Recognizances, and the other with the Writer. The Clerk or his Deputy (at the Request of the Creditors) is to certify the Obligations into the Chancery: And the Recognisees, their Executors, &c. shall have in every respect against the Recognizors their Heirs, &c. such Process and Execution as hath been had upon an Obligation of the Statute Staple, the Remedy whereon is Imprisonment of the Debtor, Arrest of his Goods, and Sale thereof to satisfy his Creditors.

Upon sealing Process for Execution, the King shall have a Half-penny in the Pound: The Justices, or Mayor and Recorder's Fee for taking the Recognizance, is 3 s. 4 d. The Clerk's Fee is the same; and his Fee for certifying is 1 s. 8 d. Taking greater Fees, or taking Recognizances except between Merchants of the Staple; for Merchandize of the said Staple, bought and sold, is liable to a Penalty of 40 l.

The Stat. 16 and 17 Car. 2. c. 5. enacts, That when Recognizances are extended, they shall not be delay'd by Omission of any part of the Lands, &c. extendible, saving the Remedy of Contribution, where the Lands shall be extended out of such an Extent, &c.

By 8 Geo. c. 25. the Clerk of the Recognizances is to keep three Parchment Rolls; one whereof to contain the Recognizances taken before the Chief Justice of B. R. One other of them, those taken before the Chief Justice of C. B. and the other, those taken by the Mayor of the Staple at *Westminster*, &c. and the Persons before whom taken, and the Parties acknowledging, are to sign their Names to the Roll, as well as the Recognizances.

Writts.

The Stat. *Westm.* 2. 13 Ed. 1. c. 24. provides, That where in the Chancery in one Case a Writ is found, and in another Case falling under the like Law, and requiring like Remedy, there is found none, the Clerks of the Chancery shall agree in making the Writ; or the Plaintiffs may refer the Matter to the next Parliament, where (by the Advice of Men learned in the Law) a Writ shall be framed, lest the King's-Court should fail to administer Justice.

And by 13 Ed. 1. c. 49. where the Law faileth in any Case, that Subjects may not depart from the King's-Court without Remedy, Writts are to be provided in their Cases.

By

By 6 R. 2. Stat. 1. 2. if in Writs of Debt, Accompt, and the like, it shall be declared that the Contract thereof was made in another County than is mentioned in the original Writ, such Writ shall abate.

The Stat. 21 Jac. 1. c. 16. hath ordained a new Writ after Judgement, or Outlawry reversed, but not after the Plaintiff's Death. But by 8 and 9 W. 3. c. 10. Writs of Inquiry upon interlocutory Judgements, after the Death of the Parties, may be sued out.

As to Returns of Writs, by Westm. 2. 39. 13 E. 1. such as fear the ill Execution of Writs by the Sheriff, may deliver their Writs unto him in open County, and take of him or his Under Sheriff a Bill, containing the Names of the Demandants and Tenants mention'd in the Writ, and require the Sheriff to put the Seal thereunto; and if the Sheriff refuse to do it, the Testimony of Knights and other credible Persons there present, that put their Seals to such Bill shall be taken.

If the Sheriff will not return Writs delivered unto him, upon Complaint to the Justices, a judicial Writ shall issue to the Justices of Assize, to enquire by such as were present, whether they knew of the Deliverance thereof, and an Inquest shall be thereupon return'd; and if it be found by them that the Writ was delivered, Damages shall be awarded to the Party griev'd.

Sheriffs returning a *Mandavi Ballivo* of a Liberty, where there is none such, shall be punish'd: And where they return Issues, Oyer of the Return shall be granted to the Plaintiff on demand; and if he aver that the Sheriff might have return'd greater Issues, a Writ shall be granted to make Enquiry what Issues the Sheriff might have return'd, and being found by the Enquest the Sheriff shall be charged with the Overplus, and be Amerced for the Concealment. Sheriffs must beware of returning a Rescue, because they may take with them the *Posse Comitatus* to do Execution, and punish their Bailiffs proving false, and Resisters by Imprisonment.

By 12 Ed. 2. c. 5. Sheriffs and Bailiffs are to set their Names to their Returns, on pain to be Amerced: And Indentures are to be made between Sheriffs and Bailiffs of Franchises, of Returns, under their Hands, &c. Sheriffs altering the Returns delivered, shall pay double Damages.

Delays of Sheriffs as to Returns, are punishable by Justices of Assize, and Damages shall be awarded, &c. Vide Stat. 2 Ed. 3. c. 5.

By

Witnesses.

By Statute 12 Ed. 2. c. 2. when a Deed or Writing is denied in Court, wherein Witnesses are named, Processes shall be awarded to cause them to appear; and if they come not at the great Distress return'd, or the Return be that they have nothing or they cannot be found, yet Enquest shall proceed; but if the Witnesses appear at the great Distress, and the Enquest for some Cause remain untaken, the Witnesses shall have like Day given, as is assign'd for the taking of the Enquest; when if they appear not, the Issues first return'd upon them shall be forfeited.

The Stat. 5 Eliz. c. 9. enacts, That none serv'd with Process out of a Court of Record, to testify as a Witness, shall therein make Default, (being tendered convenient Charges, and having no reasonable Let,) on pain to forfeit to the Party griev'd 10 l. and besides to yield him such further Recompence, as the Judge of the Court shall think fit, according to the Damage sustain'd, recoverable in any Court of Record, by Action of Debt, &c.

By 29 Car. 2. c. 3. there must be three credible Witnesses to a Will for Lands.

Jurors.

By 28 Ed. 1. c. 9. Jurors impannell'd are to be the next Neighbours, most sufficient, and least suspicious, or the Officer that returns them shall forfeit double Damages. And if a Juror take any thing of either Party to give his Verdict, he shall forfeit ten Times as much as taken, or suffer a Years Imprisonment. Stat. 38 Ed. 3. c. 12.

The 35 H. 8. c. 6. directs Issues to be levied on Jurors for Non-appearance; and although the Jury be made full by the Tales, yet the Jurors in Default shall forfeit Issues; but upon a reasonable Excuse prov'd by the Oaths of two Witnesses, these Issues for Default may be discharged.

By the Stat. 4 and 5 W. and M. c. 24. the Qualification of Jurors is declar'd to be 10 l. per Annum Freehold or Copyhold; and of Tales-men 5 l. a Year. And by 7 and 8 W. 3. c. 32. if any Plaintiff or Demandant being at Issue, shall bring to the Sheriff any Writ of *Venire Facias*, upon which a Writ of *Habeas Corpora* or *Distingas*, with a *Nisi prius* issue, in order to try such Issue at the Assizes; and such Plaintiff shall not proceed to Trial at the first Assizes after the Teste of such *Habeas Corpora*; in all such Cases (other than where Views by Jurors shall be directed) the Plaintiff or Demandant may sue forth a new Writ of *Venire* to try the Issue at any other Assizes, and have a *Habeas Corpora* or a *Distingas* with a *Nisi prius*, whereupon he may proceed to Trial: And so where the Defendant or Tenant shall be minded to bring the Cause to Trial by a *Proviso*,
Where

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Where there shall be occasion for a Tales, the Sheriff &c. shall return Freeholders or Copyholders of the County where the Cause is to be tried, upon some other Pannel to serve at the same Assizes, and then attending, to serve upon such Tales; and the Plaintiff or Defendant may have his Challenge to the Jurors so named, as if they had been impannell'd upon the *Venire*: And the Judge of Assize shall proceed to try the Issue with these Tales-men, as he might have done if all the Jurors return'd on the *Venire* had appear'd: And these Tales-men return'd, may be fined by the Judge for Non-appearance.

Constables &c. of Towns in each County at *Michaelmas* quarter Sessions yearly, are to return and give in to the Justices of the Peace, Lists of Persons between the Age of 21 and 70 Years, qualified to serve on Juries; Duplicates whereof are to be delivered to the Sheriffs of Counties by the first of *January* following: And no Sheriff shall impannel or return any Person to serve in any Jury at the Assizes, &c. but such as shall be named in the said Lists: Doing otherwise, or Neglecting his Duty therein, or Excusing any Person for Favour or Reward, he shall forfeit 20 *l.* And Constables &c. failing to make such Returns and Lists as aforesaid shall forfeit 5 *l.*

Every Summons of Jurors to serve, shall be made by the Sheriff or Officer 6 Days before, shewing to the Person the Warrant under the Seal of Office, wherein he is nominated to serve: And in case of such Juror's Absence from home, a Note in Writing under the Hand of the Officer shall be left at his Dwelling-house.

None shall be return'd to serve on Juries at the Assizes, &c. in the County of *York* above once in 4 Years: And the Grand Inquest is to consist of Free-holders and Copyholders, having each 80 *l. per Annum* Lands. Vide Stat. 3 *Anna* c. 18. which directs that Justices of Peace in all Counties of *England* and *Wales*, shall yearly at the Quarter Sessions next after the 24th of *June*, issue Warrants to Constables, to meet and make Lists of Persons qualified to serve on Juries, according to the Act 4 and 5 *W. and M.* with their Titles and Additions, &c. as directed by 7 *W. and M.* c. 32.

The Stat. 23 *H. 8.* c. 15. ordains, That if the Plaintiff Costs and be Nonsuit or Overthrown by lawful Trial in any Action, Damages, Bill, or Complaint for Trespass upon the Statute 5 *R. 2.* or for any Debt, or Covenant, Contract, Detinue, Account upon the Case, or upon any Statute, the Defendant shall have Costs, to be assess'd by the Judges and recovered as the

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the Plaintiff might have recovered his; in case Judgement had been given for him.

By Stat. 43 *Eliz.* c. 6. in personal Actions, brought in the Courts at *Westminster*; (not being for Lands or for Battery) when it shall appear to and be signify'd by the Judges, that the Debt or Damages to be recovered, amount not to the Sum of 40 s. or above, the Plaintiff shall have no more Costs than Damages awarded, but may have less at the Discretion of the Judges.

By 23 *Car.* 2. c. 2. Judges are to certify that a Battery is sufficiently prov'd by the Plaintiff, to entitle more Costs than Damages, where the Damages are under 40 s. In Actions of Trespass, they are likewise to certify that the Freehold or Title was in Question, to incur such Costs.

The 8 *Eliz.* c. 2. enacts, That when any Person shall sue forth of *B. R.* any *Latitat*, *Alias*, &c. against any Person, and he doth appear and put in Bail; If the Plaintiff do not declare within 3 Days after, or after Declaration delays or discontinues his Suit, or be Nonsuit, the Judges of that Court shall award Damages against the Plaintiff. And by this Statute, treble Damages and a Fine are incur'd where any Person maliciously, for Vexation and Trouble, cause any Person to be Arrested or Attached to answer at the Suit of any Person, where there is none such, or without the Consent of the Party. Also, treble Damages are awarded for Distress wrongfully taken, on purpose to injure a Person, &c. by Stat. *Westm.* 2. And in Actions of Trespass for forcible Entry, in Cases of Waste, &c. 8 *H.* 6. c. 9. 6 *Ed.* 1. c. 5.

By the 8 and 9 *W.* 3. c. 11. where several Persons are made Defendants in any Action of Trespass, &c. and one is acquitted, all shall recover Costs; unless the Judge certify there was a reasonable Cause, for making such Person or Persons Defendants. But in all Actions of Trespass, where the Trespass is prov'd wilful and malicious, the Plaintiff shall recover Damages and full Costs.

In all Actions upon any Bond or penal Sum for Non-performance of Covenants, the Plaintiff may assign as many Breaches as he thinks fit; and the Jury shall bring in Damages for those he shall prove broken: On the Payment of which, the Defendant and his Lands, &c. shall be discharg'd; but the Judgement entred shall stand as a further Surety to answer further Breaches.

Costs and Charges are given occasionally in many particular Actions; but no Costs shall be awarded when any Action

Action is sued; to the King's Use; nor in Actions against Executors, for Goods out of their Possession; *Stat. Marlbr. 13. 32. H. 3.*

By Stat. Marlbr. 13. 32. H. 3. after Issue join'd in Dower, *Effoin*, Darrein Presentment, or *Quare Impedit*, one Effoin shall be only allow'd; and if the Party come not at the Day given, or make Default the second Day, the Inquest shall be taken, and Judgement given.

By *Westm. 1. 41. 3 Ed. 1.* in Affize, Attaints, and *Juris Utrum* after Appearance, the Tenant shall not be effoin'd: And by the 43. 3 Ed. 1. Effoin *ultra Mare*, shall not be allowed, but shall be turned into a Default, if the Demandant proves that the Tenant was within the four Seas the Day of the Summons, and three Weeks after.

The Stat. *Westm. 2. 17. 13 Ed. 1.* enacts, That in the Circuits of the Justices, an Effoin *de Malo Lethi* lieth not for Lands in the same County, unless the Party be Sick indeed; for if at the Instance of the Demandant it be prov'd by Inquest that the Tenant is not sick, the Effoin shall be turned to a Default. Nor shall such an Effoin lie in a Writ of Right, between two claiming by one Descent.

There shall be no Effoin for an Appellant Stat. 13 Ed. 1. c. 2. the Husband and Wife being impleaded, shall not Fourch by Effoin. 6 Ed. 1. c. 10. And Parceners or Tenants jointly enfeoff'd, have not the Privilege of Fourching by Effoin. Stat. *Westm. 1. 42. 3.*

By *Westm. 2. 27. 13 Ed. 1.* an Effoin may be allow'd at the next Day after Inquest, but not at any of the other Days following, nor after Day given *prece partium*.

The Statute of Effoins, 12 Ed. 2. enacts, that Effoins shall not lie, where the Land is taken into the King's Hands, or the Party is distrain'd by his Lands, where any Judgement is given thereupon, if the Jurors come where the Party is seen in Court; *Effoin ultra Mare*, lieth not where the Party hath had before an *Effoin de Mal. Venir*, where he hath Effoin'd himself another Day, the Sheriff was commanded to make the Party appear; *Effoin de servitio Regis*, lieth not where the Party is a Woman, in a Writ of Dower, because the Plaintiff hath not found Pledges, where such a Man's Attorney was Effoin'd, the Party hath an Attorney in his Suit, where he confesseth he is not in the King's Service, the Summons is not return'd, or the Party not attach'd; where the Party was before Effoined *de servitio Regis*, and had not put in his Warrant, where he hath been Resummoned in Affize of *Mortdancester*, &c.

It lieth not because such a one is not named in the Writ; nor where the Sheriff hath a Precept to distrain the

the Party to come, by his Lands and Goods; nor for that the Day is past, &c.

Error.

The Statute 31 Ed. 3. c. 12. gives Power to the Lord Chancellor and Treasurer, calling to them such of the Justices as they think fit, as also the Barons of the *Exchequer*, to examine erroneous Judgements given in the *Exchequer*; and if any Error be found they may correct the Rolls.

And by 31 Eliz. c. 1. the not coming of the Chancellor and Treasurer, at the Day of Adjournment in any Suit of Error, shall not be any Discontinuance of the Writ of Error; provided both the Chief Justices, or either of those great Officers be there: But no Judgement shall be given unless both those Officers be there present. Any three of the Justices of the *Common-Pleas*, or Barons of the *Exchequer*, may receive Writs of Error, Award Process, &c. But no Judgement shall be given therein without the full Appearance of six, according to the Statute 27 Eliz. c. 8.

The Stat. 27 Eliz. enacts, That where a Judgement is given in B. R. in Debt, Detinue, Accompt, Action upon the Case, Trespass, &c. The Plaintiff or Defendant may sue forth of the Chancery a Writ of Error, commanding the Chief Justice to cause the Record to be brought before the Justices of the *Common-Pleas*, and Barons of the *Exchequer*, into the *Exchequer* Chamber; which Justices and Barons or any six of them (being of the Coif,) have Power to examine and reverse or affirm the said Judgement; other than for Error concerning the Jurisdiction of the Court of B. R. or for want of Form in any Writ, Return, Plaint, Declaration, &c. And afterwards the Record shall be remanded, that the *Kings-Bench* may proceed: But such Reversal or Affirmance shall not be Final, but that the Party who finds himself grieved may sue in Parliament.

If a Plaintiff or Defendant get Judgement in C. B. or in any inferior Court of Record, the Party condemn'd may bring his writ of Error to remove the Judgement into B. R. where it shall be determined.

By 3 Jac. 1. c. 8. no Execution shall be stay'd upon any Writ of Error, or Superseas thereupon, for the Reversing of a Judgement in Action of Debt, or upon any Contract in the Courts at *Westminster*, &c. Unless the Plaintiff with two sufficient Sureties, shall be first bound to the Party for whom Judgement is given, by Recognizance in the same Court, in double the Sum adjudged, to prosecute the Writ of Error with Effect, and to pay all Debts, Damages, and Costs, if the Judgement be affirmed: And this extends to Actions upon the Case, Trover, Detinue, Trespass, &c. by Stat. 13 Car. 2. c. 2.

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The Stat. 16 and 17 Car. 2. ordains, that no Execution shall be staid in the King's Courts at Westminster, &c. by Writ of Error, after Verdict and Judgement thereupon, in any personal Action, unless a Recognizance according to 3 Jac. 1. c. 8. be first acknowledged: Nor shall Execution be stay'd by Writs of Error in any Judgement after Verdict in Dower, or *Ejectione Firme*, unless the Plaintiff in such Writ of Error become bound to the Defendant in such Sum as the Court shall think fit; that if the Judgement be affirm'd, or the Writ discontinu'd, &c. he will pay such Damages and Sums of Money (to be ascertain'd by Writ of Enquiry) as shall be awarded and Costs of Suit.

But Writs of Error brought by Executors and Administrators, Actions on penal Laws, Indictments, Presentments, Informations, &c. are excepted out of this Statute.

By 30 Car. 2. c. 6. in all Actions, Real, Personal, and Mix'd, the Death of either Party betwixt Verdict and Judgement, shall not be alledg'd for Error, so as the Judgement be entered within two Terms after the Verdict.

Both these Statutes are made perpetual. See after, *Amendments*, and Vide Stat. 5 Geo. c. 13. under Head, *Writs of Error in B. R.*

Where before Justices of Assize, the Parties are adjourn'd for some Difficulty in Law upon the Matter found; in this Case the Plaintiff shall not be Non-suited, altho' the Verdict pass against him. Stat. 2 H. 4. c. 7.

By 13 Car. 2. c. 2. Unless the Plaintiff nam'd in any Writ, Bill, or Process in B. R. or C. B. shall put into the Court a Declaration against the Persons arrested, in personal Actions, or *Ejectione Firme* of Lands or Tenements, before the End of the Term next following after Appearance, then a Nonsuit for want of a Declaration may be entred against the Plaintiff in the said Courts respectively.

And the Effect of a Nonsuit, is to set the Matter at large again; whereupon Costs shall be awarded to the Defendant.

By 4 H. 4. c. 23. Judgements given shall continue; and the Parties for whom they are so given, shall be in Peace until they are reversed by Attaint or Error. *Judgements.*

The 8 H. 6. enacts, That no Judgement on Record shall be reversed or annulled for Error assign'd, by Reason of the Razing or Interlining of any Record, Writ, Process, &c. or of any Addition or Diminution of Words, Letters, Titles, &c. found in the same; which may be re-form'd

form'd by the Judges, so that Misprisions of Clerks shall not annul a Judgement.

By 32 H. 8. c. 30. After an Issue tried, there shall be Judgement given notwithstanding any Joynail or Mispleading: But this Statute helps only Matters of Form, not of Substance.

The 18 Eliz. c. 14. enacts, That after Verdict given in any Court of Record, there shall be no Stay of Judgement or Reversal for want of Form in any Writ, Count, Declaration, Plaint, &c. or for want of any original Writ; by Reason of any imperfect or insufficient Returns of Sheriffs, or for want of any Warrant of Attorney, &c. But this Act does not extend to any Writ, Declaration, or Suit of Appeal of Felony, or Murder, or to any Indictment, Presentment, or Process upon any penal Statute.

By 21 Jac. 1. c. 13. after Verdict given in any Court of Record, the Judgement thereupon shall not be stayed or reversed for any Variance in Form only between the original Writ or Bill, and the Declaration, Plaint, or Demand; or for want of Averment of the Parties being living, so as it be proved he or they be in Life; or for that the *Venire Facias*, *Habeas Corpus*, or *Distringas*, was awarded to a wrong Officer, upon any insufficient Suggestion; or that the *Vifne* was in some part misawarded, &c. or for misnaming any of the Jurors, in any of the Writs or Returns thereof, so as *Consuetudo Personarum*, or for want of a Return of any of the said Writs, so as a Pannel be returned; or for that the Officer's Name is not set to the Return; so as it appear the Writ was returned by him; or by reason that the Plaintiff in *Ejectione Firme*, or in any personal Action, being under Age, appeared by Attorney, and the Verdict pass for him.

But this Statute likewise extends not to Suits of Appeal of Felony, &c. or Actions, or Informations upon any penal Statute.

By Stat. 16. and 17. Car. 2. c. 8. after Verdict given in the Courts of Record at *Westminster*, &c. Judgement shall not be stayed or reversed for Default in Form, or want of Pledges; or Default of entering Pledges; or for Default of bringing into Court of any Bond, Bill, Indenture, or other Deed; or for not alledging the bringing into Court of Letters Testamentary, &c. or by reason of the Omission of *Vi Et Armis*, or *contra Pacem*; or for mistaking of the Christian Name, or Sir Name, of either Party, Sum of Money, Day, Month, or Year, being rightly named in any Writ

Writ or Record preceeding, whereupon the Plaintiff might have Demurred, and shewed the same for Cause.

Nor for want of the Averment of, *Hoc Paratus est Verificare*, or *Hoc Paratus est Verificare per Recordum*; or for that there is no right *Venus*, so as the Cause were tried by a Jury of the proper County or Place where the Action is laid: For these not being against the Right of the Matter of the Suits, nor whereby the Issue or Trial are altered, are amendable.

See Stat. 5 Geo. for preventing the Arresting and Reversing of Judgements after Verdict.

Where a Debt or Damage is recovered in the King's Execution Court, the Party may at his Choice have a *Fieri facias* of the Goods and Chattels of the Debtor; or a Moiety of his Land by reasonable Extent, 'till the Debt be levied; and this last Writ is call'd an *Elegit*. Stat. Westm. 2. 18. 13 Ed. 1.

A Writ of Execution shall be within the Year, but after the Year a *Scire facias*; whereupon if Satisfaction be not made, or good Cause shewn, the Sheriff shall be commanded to do Execution.

By 32 H. 8. c. 5. If Lands delivered in Execution, be recovered from the Tenant in Execution, before the Debt and Damages are levied; a *Scire facias* shall issue out of the Court from whence he had the Execution, returnable into the same Court, on the Day of Return whereof if the Defendant make Default, or appear and do not Plead a sufficient Cause (other than the former Acceptance of the Lands) to avoid the Suit for the Residue of the Debt and Damages, the Court shall issue forth a new Writ of Execution for the Levying thereof.

The Stat. 1 Jac. 1. c. 13. Enacts, That if any taken in Execution, be delivered by Priviledge of Parliament; as soon as such Priviledge ceaseth, the Plaintiff may sue out a new Execution against him; and the Sheriff or other Officer, shall not be chargeable for the first Arrest. But this Act shall not lessen the Punishment of any by Censure of Parliament, who shall presume to procure such an Arrest.

By 21 Jac. 1. c. 24. the Party at whose Suit any Person shall stand charged in Execution for Debts or Damages recovered, his Executors, &c. may after the Death of the Person so charg'd in Execution, lawfully sue forth new Execution against the Lands and Tenements, Goods and Chattels of the Person deceas'd, in like Manner as if the Person deceas'd had never been taken in Execution. But this Statute shall not extend to Lands sold *bona fide* (after the

the Judgement given) when the Money rais'd thereupon is paid to Creditors in Discharge of due Debts.

The 29 Car. 2. c. 3. directs, That the Sheriff must endorse the Day, that the *Fieri Facias* was delivered unto him, for from that Day the Goods are bound; and that Writ shall be executed and satisfy'd before another that comes afterwards. And by this Act Sheriffs may deliver in Execution all Lands, &c. whereof others shall be seized in Trust for him against whom Execution is had, on a Statute Judgement; &c.

Prisoners in Execution escaping, may be retaken by a new *Capias* or other Execution. Stat. 8. and 9 W. 3. c. 27. Where Goods or Chattles in Messuages, Lands, &c. leased for Years, &c. are taken in Execution, the Party shall pay the Landlord one Year's Rent before Removal. By Statute 8. Anne c. 17. Stay of Execution, (see ante, Error.

*Exigent
and Out-
lawry.*

By 6 H. 8. c. 4. Where an Exigent is awarded, a Writ of Proclamation shall be issed out to the Sheriff to make three Proclamations for the Defendant to yield himself, before an Outlawry shall be pronounc'd.

The Stat. 31 Eliz. c. 3. provides, That in every Action Personal where an Exigent shall be awarded, a Writ of Proclamation shall be awarded, and issue out of the same Court, directed to the Sheriff of the County where the Defendant is dwelling, and shall contain the Effect of the Action; and thereupon the Sheriff shall make three Proclamations, one in full County, another at the Sessions, and the last at or near the Church Door of the Parish where the Defendant was dwelling at the Time of awarding the Exigent, upon a Sunday after Divine Service: And if he dwell in no Parish, then in the Parish next adjoining to his Place of Abode. And all Outlawries otherwise had shall be void.

In Real Actions, after Summons upon the Land (14 Days at least before the Return thereof) Proclamation of the Summons shall be made upon a Sunday in manner aforesaid where the Land lies. If the Summons be not so proclaim'd, no *Grand Cape* shall be awarded, but an *Alias* and *Pluries* Summons, until a Summons and Proclamation be duly made.

Before Allowance of a Writ of Error, or reversing an Outlawry by Plea, &c. the Defendant in the Original Action shall put in Bail to appear and answer, and also to satisfy the Condemnation, if the Plaintiff begins his Suit before the End of two Terms next after the Allowance of the Writ, or avoiding the Outlawry. By

By 4 and 5 W. and M. c. 22. An Exigent and Proclamation shall issue out upon Criminal Matters, to be delivered to the Sheriff three Months before the Return thereof: And this Writ of Proclamation, &c. shall be made according to the Form of the Statute 31 Eliz. This Stat. is made perpetual.

Outlawed Persons may appear by Attorney, and reverse the Outlawry without Bail, unless special Bail be required: And the Sheriff may take an Attorney's Engagement to appear; also the Outlaw may give the Sheriff Security for Appearance and Reversal by Attorney, &c. vide Stat. 4 and 5 W. and M. c. 18:

The Statute 8 and 9 W. 3. c. 17. enacts, that all *Prisons*, Prisoners in the *King's-Bench* and *Fleet*, on Contempt, Mesne, and *Prison* Process, or Execution, shall be actually detained within the said Prisons, or the Rules of the same, till discharged by Law: And the Keepers of Prisons suffering any Prisoner committed on Mesne Process, or Execution, to be out of the Rules, except on a *Habeas Corpus*, or Rule of Court, it shall be deem'd an Escape,

Persons obtaining Judgement in an Action of Escape against the Marshal or Warden of the said Prisons, shall have not only the Remedy already allow'd by Law, but the Profits of the said Marshal or Warden, shall be sequestred towards Satisfaction of the Debt, with Costs and Damages.

If the Keeper of any Prison take Money to connive at an Escape, he shall forfeit 500 l. and his Office. But this Act shall not make void the Securities given by Prisoners for their Lodgings, out of the said Prisons, within the Rules.

No Retaking shall be given in Evidence in an Action of Escape, unless specially Pleaded, and Oath made by the Keeper of the Prison, that such Escape was without his Consent. And every Keeper's refusing, after one Day's Notice, to show the Prisoner in Execution to the Creditor or his Attorney, shall be judg'd an Escape.

Persons desiring to Charge any Person with an Action or Execution, shall at their Request have a Note in Writing from the Keeper of the Prison, whether such Person be a Prisoner or not, under Forfeiture of 50 l. And such Note shall be sufficient Evidence.

Any Person having Cause of Action against the Warden of the *Fleet*, may file a Bill in the Common Pleas or the Exchequer, and a Rule being given to plead in eight Days, Judgement shall be signed against the said Warden,

The PRACTISING ATTORNEY: Or,

if he plead not within three Days after the Rule is out:

Persons having Cause of Action against any Prisoner in the *Fleet*, entering a Declaration, and delivering a Copy thereof to such Prisoner, in any Personal Action, or to the Turnkey of the *Fleet* after a Rule to plead, to be out at eight Days, and Oath made before a Judge of the Delivery of such Declaration, may sign Judgement against such Prisoner or Defendant.

No Prisoners shall pay Chamber Rent in the *Kings Bench* or *Fleet* Prisons, longer than while they are actually in Possession of such Chambers, and not above 2 s. 6 d. per Week. And if the Keepers of any Prison take more, they shall forfeit 20 l.

Persons having Money owing from any Person in any pretended privileged Places, as the *White Fryers*, *Savoy*, *Salisbury Court*, &c. may upon Process taken out, require the Sheriffs of *London* and *Middlsex*, &c. to take the *Posse Comitatus*, and arrest such Person, or seize his Goods upon Execution; and such Sheriffs or Officers neglecting or refusing, to forfeit 100 l. Persons opposing or resisting such Officers, shall forfeit 50 l. be Imprison'd, Pillory'd, &c. And Persons making Rescous, to forfeit to the Plaintiff 500 l.

And Transportation for seven Years is inflicted, for Nonpayment of the Forfeiture with Costs of Suit, within one Month after Judgement for Recovery thereof. It is made Felony by a late Act to resist the Executing of Writs, &c. in the *Mint*. Vide 9 Geo.

By 1 Ann. c. 6: Persons committed or charged in Custody in the *King's Bench* or *Fleet* Prisons, going at large, upon Oath thereof in Writing before a Judge, an Escape Warrant shall be granted directed to all Sheriffs, &c. throughout *England*, to retake the Person escaping, and commit him to the common Goal, there to remain till the Debt is satisfy'd.

The Bail for any Person so retaken, may prosecute out of the Courts at *Westminster* a Writ to the Sheriff, commanding him to keep such Prisoner in Discharge of his Bail. And if the Sheriff or his Officer suffer the Prisoner to escape, they shall be liable as the Marshal of the *King's Bench*, or Warden of the *Fleet* are for such Escapes. The Sheriff making Default in Return of such Writ, and whether the Prisoner be in his Custody, shall forfeit 50 l.

By Stat. 5 Ann. c. 9. Persons taken by Virtue of 1. Ann. c. 6. instead of being committed to the common Goal of the County where taken, shall be committed to the Prison where

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where the Sheriff keeps Debtors; and in Case of Escape the Sheriff shall be answerable, as in Case of any other Escape.

It shall be lawful to take Persons upon a Sunday, by Virtue of Escape Warrants on this or the former Act.

Peers and Members of Parliament, with their Servants, &c. are privileged: But by 12 W. 3 c. 3 Actions may be prosecuted in his Majesty's Courts at *Westminster*, against any Person entitled to Privilege of Parliament immediately after Dissolution or Prorogation, untill a new Parliament, or the same is reassembled; and immediately after Adjournment of both Houses for above 14 Days, untill re-assumed: And the said Courts during such time are to proceed to give Judgement, make final Orders, &c. But there is a Proviso that this shall not subject any of the House of Commons, or any intitled to Privilege of Parliament, to Arrest during Privilege. Privilege.

Persons having Cause of Action against Lords of Parliament during such Time as aforesaid, may have such Process out of B R. and C B. and the Exchequer, as they might out of Time of Privilege; and may have Process against any entitled to Privilege, out of the said Courts by Summons Distress Infinite, or by Original Bill, Summons, Attachment, &c. which the said Courts are to issue against them 'till they appear, or file common Bail.

Persons exhibiting Bills, against any intitled to Privilege of Parliament, in the Chancery, Exchequer, &c. may proceed upon leaving a Copy of the Bill with the Defendant, or at his House, Lodging, or last place of Abode; and for want of Appearance, or Answer, or for Nonperformance, or breach of Order or Decree, may sequester the Estate of the Party, as is used where the Defendant is a Peer; but not arrest the Body of any privileged Persons during continuance of Privilege.

The Plaintiff stay'd by Privilege of Parliament, shall not be barred by the Statute of Limitations, nonsuited, dismissed, &c. but shall on the Rising of the Parliament be at Liberty to proceed to Judgement and Execution.

By Stat. 2 Ann. c. 18. Any Action or Suit may be prosecuted in the Courts at *Westminster*, against any Officer of the Revenue, or other Officer of Trust, for any Misdemeanor, breach of Trust, &c. And no such Suit, or Execution thereupon, tho' such Officer be a Lord or Member of Parliament, or otherwise entitled to Privilege, shall be stay'd by colour of such Privilege: But the Person of such Officer, being a Peer or Member of Parliament, shall not be

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arrested. But such Process shall issue against such Officer, being a Peer, as should have issued against him out of the time of Privilege: And Summons, Distress Infinite, &c. shall be issued against a Member of Parliament, till he appear.

The Statute 7 Ann. c. 12. prohibits Arrests of Ambassadors, Publick Ministers, and their Servants; and all Writs and Processes against them whereby they may be arrested, &c. shall be Null and Void. Any Persons suing forth any such Writs, and all Attornies, &c. executing of the same, being convicted before the Lord Chancellor, the Chief Justices of B. R. and C. B. or any two of them, shall be deem'd Violaters of the Laws of Nations, and suffer such Pains, &c. as the Lord Chancellor and Justices shall judge fit.

but no Merchant, or other Trader within the Description of the Statutes against Bankrupts, in the Service of any such Ambassador, &c. shall have the Benefit of this Act. And the Names of Ambassadors Servants are to be registred in the Secretary of State's Office, and be transmitted to the Sheriffs of London and Middlesex, who shall hang up the same in some publick Place in their Offices, whereunto all Persons may resort without Fee.

And no Person shall be proceeded against for arresting the Servant of any Ambassador, &c. who is not registred, &c. *ut Supra*.

Protections.

By Statute *de Protectionibus*, 33 Ed. 1. A Challenge shall be entred against a Protection of the King's Servant; and if the Country pass against him that cast the Protection, if he be Demandant, he shall lose his Writ, and be amerced.

The Stat. 25 Ed. 3. enacts, That notwithstanding the King's Protection of his Debtor, other Creditors may proceed to Judgement against him with a *Cessat Executio*, until the King's Debt be paid: And if the Creditors will undertake for the King's Debt, they shall have Execution against the Debtor, both for their own Debts, and what they have paid the King.

By 1 R. 2. c. 8. No Protection with the Clause *Volumus*, shall be allow'd in Pleas of Trespas, or Contracts made after the Date of the same Protection, &c.

The 13 R. 2. c. 16. requires That no Protection with the Clause *Quis Prosequitur*, shall be allowed in any Plea whereof the Suit was commenc'd before the Date of such Protection; except in a Voyage where the King goes in Person, or other Voyage Royal, or in the King's Mes-

sages:

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Jages: But this Act shall not infringe Protections with the Clause of *Quia Moratur*; and if the Party protected tarry longer than a convenient Time in the Country without going to the Service, or return from the Service, it shall repeal his Protection.

Protections have been granted by Lords of Parliament, and Members of the House of Commons, (as well as by the Crown;) but they must be of Servants only, and not written ones, of Strangers.

None shall be Sheriff except he have sufficient Land in the County where he is Sheriff, to answer the King and his People. Stat. 4 Ed. 3. c. 9. Sheriffs

By 14 Ed. 3 c. 7. No Sheriff shall continue in his Office above one Year, and then another fit Person shall be chosen in his Place by the Chancellor, Treasurer, and Chief Baron, taking to them the Chief Justices, if they be present: And this shall be done yearly at the *Exchequer*, the next Day after *All Souls*.

No Sheriff, or Under-Sheriff, or Sheriff's-Clerk, shall continue in their Office above one Year: And no Under-Sheriff, Sheriff's Clerk, or Bailiff, &c. shall be Attorney in any of the King's-Courts, so long as they bear such Office under the Sheriff, Stat. 42 Ed. 3. c. 9. and 1 H. 5. c. 4.

By Stat. 1 R. 2. c. 11. Sheriffs having serv'd the Office, are incapable to serve again within 3 Years then next ensuing, if there be others sufficient in the County to answer the King and his People. And by 23 H. 6. c. 8, no Sheriff or any of his under Officers shall act contrary to the Statutes 14 Ed. 3. c. 7. 42 Ed. 3. c. 9. &c. on pain to forfeit 200 l. But an Exception is made in this Act, of Officers in *London*, and where any hath Free-hold or Inheritance in the Sheriff's Office.

By 23 H. 6. c. 10. No Sheriff shall let his County or Bailiwick to Farm; nor return upon any Inquest any Bailiff, Coroner, or Servant of theirs; nor shall they take any Thing for arresting, or omitting to arrest, save only for the Sheriff 20 d. and the Bailiff that makes the Arrest 4 l. and for the Goaler for a Commitment 4 d. &c. And Sheriffs and their Officers shall take no Bond of any arrested Person but for Appearance, and to themselves only, and shall not take for it more than 4 d.

Sheriffs and other Officers shall let to Bail Persons by them arrested, upon reasonable Sureties, having sufficient within the County; Persons in Ward by Condemnation, *Capias Ut lagatum*, Surety of Peace, &c. excepted.

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Sheriffs are to make Deputies in the King's Court at *Westminster*; and Sheriffs, Under-Sheriffs, Clerks, Bailiffs, &c. doing contrary to this Law, shall forfeit treble Damages to the Party grieved, and 40 *l.* to be divided between the King and Prosecutor.

The 11 *H. 7. c. 15.* enacts, That no Sheriff, Under-Sheriff, &c. shall enter in the County Court any Plaint in the Absence of the Plaintiff, or his Attorney, nor have above one Plaint for one Cause, in pain of 40 *l.* And the Defendant in the County Court shall have lawful Summons, or the Bailiff guilty of any Default shall forfeit 40 *l.*

Justices of Peace, upon Complaint made, have Power to examine these Matters, and are to certify into the *Exchequer*, on the like Penalty.

The Stat. 34 *H. 8. c. 16.* made certain Allowances to Sheriffs on passing their Accounts, for Executing the King's Writs, levying *Estreats*, Expences at the *Affizes*, &c. But this Statute was afterwards repeal'd, tho' they are to have Allowances by Stat. 3 *Geo.*

By 1 *M. c. 8.* No Sheriff shall act as a Justice of Peace during his *Shrievalty*; and all Acts by them done as Justices of Peace shall be void.

The Stat. 27 *Eliz. c. 12.* ordains, That every Under-Sheriff before he intermeddles with his Office, shall before one of the Justices of Assize, or two Justices of Peace, &c. take the Oaths to the Government, and for the due Execution of his Office, the Form of which Oath is directed by this Act: And Sheriffs, Bailiffs, &c. entering upon their Offices, before they have taken the said Oaths, shall forfeit 40 *l.*

By 29 *Eliz. c. 4.* no Sheriff, Under-Sheriff, or Bailiff, shall take more for serving an Extent or Execution than 12 *d.* per Pound under 100 *l.* and 6 *d.* for every Pound above 100 *l.* on pain to forfeit treble Damages to the Party griev'd, and 40 *l.* to the King and Prosecutor.

But this Act does not extend to Fees of Executions within Cities or Corporations.

The 43 *Eliz. c. 5.* provides, That Sheriffs shall not break any Writs, or make any Warrant for Summons, or upon any Writ, for any Arrest or Attachment, &c. before they have the original Writ warranting the same: Doing otherwise they shall be sent to Goal by the Judges, and not be enlarg'd till they have paid the Party griev'd 10 *l.* and Costs and Damages, and 20 *l.* Fine.

The Stat. 21 *Jac. 1. c. 5.* enacts, That every Officer or Minister, who shall send out or cause to be sent out any Writ

Writ or Process, or by whose Default any Writ or Process shall be sent out contrary to this Act, shall forfeit for every Offence to the Party griev'd 40 l. and Costs and Damages.

By 13 and 14 Car. 2. c. 21. No Sheriff shall in Assize time, keep a Table for the Entertainment of any but his own Family or Retinue: Nor shall send any Present to any Judge of Assize for his Provision, or Gratiuity to any of his Officers: And no Sheriff shall have above 40 Servants with Liveries attending upon him at the Assizes, or under 20, on pain of forfeiting 200 l.

But this Statute extends not to the Sheriffs of London and Middlesex, and the Sheriff of Westmoreland, or any Sheriff of any City and County.

When any Sheriff shall have his *Quietus*, he shall be absolutely discharg'd, unless call'd in Question within four Years.

By 3 Geo. c. 15. the Fees of Sheriffs as to Executions, &c. are ascertain'd: All Sheriffs are to take 1 s. in the Pound for Levying of Debts, &c. by *Levari facias*, where the Whole exceeds not 100 l. and 6 d. in the Pound for every 100 l. above; for all Debts, &c. (except Post-Fines due to the King) leviable by *Fieri facias* and *Extent*, 1 s. 6 d. in the Pound, where the Sum is under 100 l. and 1 s. if above: For Executing a Writ of *Habere facias Possessionem*, 1 s. in the Pound of the yearly Value of the Land, where the Whole exceeds not 100 l. per Annum, and 6 d. if above. Sheriffs taking Poundage on a *Capias ad Satisfaciendum* for a greater Sum than the real Debt, shall forfeit treble Damages, and 200 l.

On the Deaths of Sheriffs, the Under-Sheriffs of Counties are to act in their Places, and be answerable, till others are appointed. And the Offices of Under-Sheriff, County Clerk, Goaler, &c. are not to be sold by the High-Sheriffs, on pain of forfeiting 500 l.

The Oaths of Sheriffs are particularly appointed by this Law; and likewise their Fees, to be paid on passing their Accounts in the *Exchequer*. Their Accounts are not to be delay'd; and 4000 l. yearly is to be set apart at the *Exchequer*, and allow'd the Sheriffs of the several Counties of England, (from 150 l. for *Yorkshire*, to 100 l. 60 l. &c. for other smaller Counties) to help pass their Accounts, &c. See more of Sheriffs, *ante*, Writs, Jurors.

The Statute 9 Ed. 3. c. 5. ordains, That Justices of Records a-
Assize, Goal Delivery, and Oyer and Terminer, shall mended,
yearly at Michaelmas send all their Records and Processes &c.
(determined and put in Execution) into the *Exchequer*,
which

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which the Treasurer and Chamberlains there shall receive under their Seals, and keep them in the Treasury : But the said Justices shall first take out the Estreats of the said Records and Processes, to send them to the *Exchequer*, as they used to do.

By the Stat. 9 H. 5. c. 4. the Justices where there shall be any Defects in a Record or Process, of one Letter or Syllable, &c. may amend the same as well after Judgement as before, so long as such Record or Process shall continue before them. And by 4 H. 6. c. 3. this Statute is made perpetual, but not to extend to Records or Process in *Wales*, or whereby any Person is Outlawed.

The 8 H. 6. c. 12. enacts, That no Record, &c. shall be annulled for Error assign'd by reason of Razing, Interlineation, &c. And the Judges may reform all Defects in any Record, Process, Plea, Warrant, Writ, Pannel, &c. Except on Appeals, Indictments of Treason and Felony, and the Outlawries of the same ; and the Substance of the proper Names, and Additions left out in the original Writs, Exigents, &c.

Variance alledg'd between a Record and the Certificate thereof, shall be amended by the Judges. If a Record Process, &c. or any Part thereof be exemplified under the Great Seal and inrolled ; for any Error assign'd in the said Record, &c. in any Letter, Word, &c. varying, or contrary to the Exemplification and Inrollment, there shall be no Judgement annulled.

By 8 H. 6. c. 15. the Justices may amend the Misprision and Default of Clerks of the Courts, of Sheriffs and all other Officers, found before them in any Record or Process, or Return of the same, by reason of Writing one Letter, or one Syllable, too much or too little ; except in Records and Processes in *Wales*, and of Felonies and Treason, &c.

Imbezelling of Records is made Felony by Statute.

The STATUTE 4 & 5 Annæ c. 16. for Amendment of the LAW.

Demurrer.

By this Statute, upon Demurrer joined in any Court of Record, the Judges shall give Judgement as the Right and Matter in Law shall appear, without regarding any Imperfection or Defect in any Writ, Return, Pleading, or Process ; except those which the Party demurring shall set down as Causes of his Demurrer, notwithstanding such Imper-

Imperfection or Defect hath been taken to be Matter of Substance, and not aided by 27 Eliz. c. 5. so as sufficient Matter appear, whereupon the Court may proceed to Judgement.

And no Exception shall be taken for any immaterial *Immaterial* Traverse; or Default of entring Pledges upon Bill or Declaration; or not alledging the bringing into Court any Deed *Traverse,* mention'd in the Pleading, Letters Testamentary, or of &c. *Defaults,* Administration.

Nor for Omission of *Vi & Armis, & contra Pacem,* or either of them; or *Hoc Paratus est verificare,* or *Hoc Paratus est verificare per Recordum,* or *Prout patet per Recordum:* But the Court shall give Judgement without regarding such Imperfections or Defects, or other Matter of like Nature, except shewed for Cause. *Omissions.*

All the Statutes of Jeofails shall extend to Judgements *Statutes of* to be Entred by Confession, *Nil dicit,* or *Non sum Informatus,* in any Court of Record: And no such Judgement shall be reversed, nor Writ of Inquiry of Damages thereon be stay'd or reversed, by reason of any Matter which would have been aided by any Statute of Jeofails in case of a Verdict, so as an Original Writ or Bill, and Warrant of Attorney be filed. *Jeofails.*

Provided that the Plaintiff's Attorney file his Warrant *Warrants* the Term he declares, and the Defendant's Attorney the *Attorney.* Term he appears, under the Penalties inflicted by former Laws for Defaults in such Cases.

Any Defendant or Tenant in any Action or Suit, or *Pleadings,* any Plaintiff in Replevin in any Court of Record, with *insufficient,* Leave, may plead as many several Matters as are necessary. &c. But if any such Matter on Demurrer be judged insufficient, Costs shall be given at the Discretion of the Court; or if a Verdict be found on any such Issue for the Plaintiff or Demandant, Costs shall be given in like Manner, unless the Judge certify that the Defendant, Tenant, or Plaintiff in Replevin, had a probable Cause to plead it.

Venires out of Courts of Record at *Westminster,* shall *Venires.* be awarded of the Body of the County where the Issue is triable: Provided that nothing extend to Appeals of Felony, &c. or any Process on them, or to any Writ, Bill, or Information, on any penal Statute.

The Courts at *Westminster* may order special Writs of *Fury to* *Disfringas,* or *Habeas Corpora,* to cause Six or more of the *have View,* first twelve Jurors, to have Matters in Question shewn to &c. their View, by two Persons in the Writs named appointed by the Court; and the Sheriff shall return the View.

All

*Attorn-
ment.*

All Conveyances of Mannors, Rents, Reversions or Remainders of Messuages, or Lands, shall be good, without Attornment of the particular Tenants thereof. But Notice must be given to Tenants; and no such Tenant shall be prejudiced by Payment of Rent, or Breach of Condition for Non-payment, before Notice.

*Dilatory
Pleas.*

No dilatory Plea shall be received in any Court of Record unless the Truth thereof be proved by Affidavit, or some probable Matter be shown.

*Payments
pleaded on
Bonds, &c.*

In Debt, on single Bill, Debt, or *Sci. Fa.* brought upon a Judgement, the Defendant may plead Payment in Bar: In Debt upon Bond, if the Defendant before Action brought hath paid the Principal and Interest due by the Defeazance, or Condition, he may plead Payment in Bar: And pending an Action on such Bond, the Defendant may bring in the Principal, Interest, and Costs in Law and Equity; and then the Court shall give Judgement to discharge the Defendant.

Witnesses.

Witnesses that are good Witnesses at Trials at Common-Law, shall be deemed good Witnesses to prove a Nuncupative Will, or any Thing relating thereunto.

*Uses,
Trusts,
Claims,
&c. on
Fines.*

Declarations of Uses, &c. by Deed, made after Fines and Recoveries, shall be good in Law, notwithstanding 29 *Car.* 2. c. 3. concerning Frauds and Perjuries. No Claim or Entry shall avoid any Fine with Proclamations in C. B. &c. or shall be a sufficient Claim or Entry within 21 *Jac.* 1. c. 16. for Limitation of Actions, unless an Action be brought in one Year after such Entry or Claim, and prosecuted with Effect.

*Suits in
the Admi-
ralty.*

All Suits in the Admiralty for Seamen's Wages, shall be commenced in six Years after the Cause of Action: Provided, if the Person entitled to such Suit, be a Minor, Feme Covert, *Non compos*, Imprison'd, or beyond Sea, then such Person is to bring the Action within six Years after full Age, Discoveriture, sane Memory, at Liberty and Return.

*Actions sa-
ved to Per-
sons beyond
Sea, &c.*

If any Person against whom Cause of Action for Seamen's Wages, or for Trespas, Detinue, Trover, Replevin, Account, Case or Debt grounded on Contract, or Lending, or for Rent, shall at the Time of such Cause of Suit accrued be beyond the Seas, then the Person intitled to such Suit, may bring an Action after the Return of such Person, within such Time after the Return as is limited by this Act and the 21 *Jac.* 1. c. 16.

*Bail
Bonds.*

The Sheriff or other Officer, taking Bail at the Suit of a common Person Plaintiff, shall at the Request of such Plaintiff, or his Attorney, assign to the Plaintiff the Bail Bond,

or

or other Security taken, by Endorsing the same in the Presence of two Witnesses, under his Hand and Seal, without Stamp; provided it be stamp'd before Action brought; and if forfeited, an Action may be commenced in the Plaintiff's own Name; and the Court where the Action is brought, may give such Relief thereon (by Rule of Court) as is agreeable to Reason.

Warranties made for Life, descending on him in the Re-*Warranties void.*
version or Remainder; and all collateral Warranties by any Ancestor, who has no Estate of Inheritance in Possession in the same, shall be void against the Heir.

No Subpœna, or Process, shall issue out of any Court of *Subpœna's*, Equity, till a Bill be filed, (except Injunctions to stay *Bills to be* Waste, or Suits commenced at Law) and a Certificate there-*filed.* of brought to the Subpœna Office, under the Hand of the six Clerk.

Upon Dismission of a Bill, the Plaintiff shall pay full *Bills dis-* Costs, to be taxed by a Master: And no Copy, Abstract, *mis'd.* &c. of any Bill is to go with the *Dedimus* or Commission, but in Lieu thereof the sworn Clerks in Chancery are to take the Term Fee of 3 s. 4 d. and the whole Fee of all small Writs made by them.

This Act, and all the Statutes of Jeofails, shall extend *Writs of* to all Suits in the Courts of Record at *Westminster*, for Re-*Error.* covery of Debts immediately owing, or Revenue belonging to the Crown, and to all Courts of Record in this Kingdom.

Upon Quashing Writs of Error, for Variance from the Record or other Defect, the Defendant shall recover his Costs against the Plaintiff, as if Judgement had been affirm'd.

The Salary, Wages, &c. due to Persons for Work done *Wages due* in any of the Royal Yards or Docks, shall not be deemed *from the* *Bona Notabilia*, whereby the Prerogative Court shall have *King's-* Jurisdiction to grant the Probate of Wills, or Letters of *Yards, &c.* Administration, which is declared to be in the Ordinary of the Diocefs, &c.

Actions of Account may be brought against Executors *Actions of* and Administrators of Guardians, Bailiffs, and Receivers; *Account.* and by one joint Tenant and Tenant in common, his Executors and Administrators, against the other; and the Executor and Administrator of such joint Tenant or Tenant in common: And the Auditors appointed by the Court, shall examine the Parties concerning the Matters in Question upon Oath, and shall be allow'd what the Court shall think reasonable for their Pains, by the Party on whose side the Ballance shall appear on the Account.

Having

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Having thus gone through the several Statutes concerning the Profession of the Law, I shall now advance to the respective Courts, and the particular Practice of an Attorney.

Of the COURTS of KING'S-BENCH, and COMMON-PLEAS, and their Rules and Orders.

The KING'S-BENCH.

*Authority
of the Court
of B. R.*

The Court of *King's-Bench* is so call'd from the Presence of the King, the Kings of *England* having in Times past sat on the Bench, but the Judicature always belong'd to the Judges; and it was formerly moveable with the Court. When the King sat in this Court in Person, it's Authority was much greater than now, tho' it still retains a very extensive Power in the Distribution of Justice. For Jurisdiction, this Court is General and all over *England*; and it hath Cognizance of both Criminal and Civil Causes, being divided into a *Crown-side*, and a *Plea-side*. The *Crown-side*, determines all criminal Matters, (wherein the King is Plaintiff,) as Treasons, Felonies, Murders, Rapes, Robberies, Riots, Breaches of the Peace, and all Causes prosecuted by way of Indictment, Inquisition or Information. And into the Court of *King's-Bench*, Indictments from all inferior Courts, and Orders of Sessions, &c. may be remov'd by *Certiorari*; and Inquisitions of Murder, &c. are certified of course into this Court, which is the supreme Court of criminal Jurisdiction. On the *Plea-side*, this Court holds Plea of all personal Actions prosecuted by Bill or Writ, as Actions of Debt, Detinue, Covenant, Account, and of all Actions of the Case, either upon Promises, Trover and Conversion, scandalous Words, on penal Statutes, and all other personal Actions, Ejectment, Replevin, Trespass, Waste, &c. against any Person in the Custody of the Marshal of the Court, as every one sued here is suppos'd to be: And in all personal Actions for or against any Officer, Minister or Clerk of the Court.

This Court may examine all Manner of Errors of all other Judges or Justices; and it can reverse a Judgement given in the *King's Bench* in *Ireland*: It may repeal the King's Letters patent by *Scirefacias*, &c. And it granteth an *Habeas Corpus* upon Motion to relieve Persons wrongfully imprison'd; restores Freemen unjustly disfranchis'd may bail any Person whatsoever. The Justices of this Court have no Commission to hold Pleas, but their Power is Original and

and Ordinary; for when the King hath appointed them, they have their Jurisdiction from the Law, in Causes both Criminal and Civil.

The subordinate Officers of this Court, are on the *Crown-side*, the Clerk of the Crown, and the Secondary of the *the King's Bench*: On the *Plea-side*, there are two Chief Clerks or Bench. Prothonotaries, and their Secondary and Deputy; the *Custos Brevium*, two Clerks of the Papers, the Clerk of the Declarations, the Signer and Sealer of Bills, the Clerk of the Rules, Clerk of the Errors, Clerk of the Bails, Philizers, the Marshal of the Court, and the Cryer.

All these Officers on the *Plea-side*, have their several Businessses and Employments as follows: The *Prothonotaries* are Masters of the *King's Bench* Office, and their Clerks are the proper Attornies here, who enter all Declarations, Pleas, and other Proceedings. Their *Secondary* constantly attends the Sitting of the Courts, to receive Matters referr'd to him by the Judges, to be examined and reported to the Court; he signs all Judgements, taxes Costs, and gives Rules to answer, &c. and he also informs the Court in Point of Practice. Their *Deputy* keeps the Stamp for signing all Writs, &c. and he keeps Remembrances of all Records: All Writs return'd, are filed in his Office, and common or special Bails, &c. The *Custos Brevium* files all Originals, and other Writs whereon you proceed to Outlawry: Examines and seals all Records of *Nisi prius* for Trials at the Assizes, and has several Clerks under him for making up Records throughout England. The *Clerks of the Papers* make up the paper Books of all special Pleadings and Demurrers, which the Plaintiff's Attorney most commonly speaks for, and afterwards gives Rule for the Defendant's Attorney to bring to him again to be entred; or Judgement to go by Default. The *Clerk of the Declarations* files all Declarations after they are ingross'd, and continues them on the back from the Term you declare 'till Issue is join'd. The *Signer and Sealer of Bills* keeps a Book of Entry of the Names of the Plaintiffs and Defendants in all such Writs, and the Defendants enter their Appearances with him. The *Clerk of the Rules* takes notice of all Rules and Orders made in Court, and afterwards draws them up and enters them in a Book at large: And he or the *Clerk of the Papers* files all Affidavits used in Court, and makes Copies of them at 4 d. per Sheet; and with him are given all Rules of Course, as on a *Capi Corpus*, *Habeas Corpus*, for *Postea's*, Writs of Enquiry, &c. The *Clerk of the Errors* allows all Writs of Error, and makes *Superedeas* thereupon into any County; he

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he likewise makes the Transcript of Records to be carried into the Exchequer Chamber, &c. The Clerks of the Bails and Posse's, file the Bail Pieces and Mark the Posse's, &c. and attend for that purpose. The Philizars are one for each County, who make the mean Process after the Original in Suing to the Outlawry; and have the Benefit of all Process and Entries thereupon.

The Marshal of the King's Bench, by himself or Deputy, always attends the Court, to receive into his Custody such Prisoners as shall be committed. The Cryer makes Proclamations of Summoning and Adjourning the Court, calls Nonuits, and Swears Jurymen, Witnesses, &c.

The COMMON PLEAS.

Authority
of the
Court of
C B.

The Court of Common Pleas (otherwise call'd Common Bench) is the King's Court held at a Place certain, viz. Westminster-Hall. The Jurisdiction of this Court is general, and extends itself throughout all England, in like manner as the King's Bench. It holds Plea of all Civil Causes at Common Law between Subject and Subject, in Actions Real, Personal, and Mixt: Real Actions, such as concern Inheritances, by which Fines and Recoveries pass, and all others by Original Writ; Personal Actions, of Things transitory, as Money, Goods, Chattels Personal, &c. Mixt Actions, partaking of the Nature of both, as *Ejectione firme*, *Quare Impedit*, *Waste*, wherein is recovered not only the Land or Parsonage, but likewise Damages for Detainer, Disturbance in Presentation, &c. Actions Popular, as *Deiis tantum*, Champerty, Maintenance, &c. are also cognizable by this Court; and Actions Penal, as Actions of Debt, &c. upon any Statute, which gives a Penalty for the Breach thereof, to those who will sue for the same. All Actions belonging to this Court, come thither either by Original, as Arrests, and Outlawries; by Privilege, or Attachment, for or against privileged Persons; out of the Inferiour Courts, not of Record, by *Pone*, *Recordare*, *Accedas ad Curiam*, Writ of False Judgement, &c. And regularly this Court cannot hold any Plea in Actions Real, Personal, or Mixt, but by Writ out of Chancery returnable in this Court; unless it be by Bill, for or against an Officer or other privileged Person of the Court; on Prohibitions to keep Courts within due Bounds, &c.

In Personal and Mixt Actions, this Court and B. R. have for the most part a concurrent Jurisdiction: But none are admitted to Plead at the Bar, or to Sign any Special Pleadings

LAWYER'S OFFICE.

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Pleadings in this Court, but Serjeants at Law. And this Court hath no Cognizance of Pleas of the Crown.

Clerks and Officers of C.B.

The Clerks and Officers of this Court, are the *Custos Brevium*, three Prothonotaries, and their Secondaries, the Clerk of the Warrants, Clerk of the Essoins, fourteen Filazers, four Exigencers, Clerk of the Juries, the Chirographer, Clerk of the King's Silver, the Clerk of the Treasury, Clerk of the Seal, of Outlawries, and the Clerk of the Inrollments of Fines and Recoveries.

The *Custos Brevium* is the Chief Clerk in this Court; he receives and keeps all Writs returnable here, filing each Return by it self, and at the End of every Term, receives from the *Prothonotaries* all the Records of *Nisi prius*, or *Posse's*, (brought by the Clerks of the Assize of every Circuit, &c.) And the Clerk of the Judgements delivers to the *Custos Brevium*, all Records of *Nisi prius* at the End of every Term, who files the Rolls together; and carries them into the Treasury of Records. He also enters the Writs of Covenant and Concords of all Fines, and makes out Exemplifications, and Copies of all Writs, and Records, &c. The *Prothonotaries*, enter and inroll all Declarations, Pleadings, Assizes, and Judgements, and all other Entries of the Clerks and Attornies belonging to their Offices: They make out all Judicial Writs, *Venire facias's*, and *Habeas Corpus*, Writs of Execution, and Seisin, Writs of Privilege to remove Causes, *Procedendo's*, *Scire facias's*, Writs of Inquiry of Damages, *Audita Querela's*, Process upon Prohibitions, and false Judgements: And they inroll all Recognizances acknowledged in this Court, and all Common Recoveries. The *Secondaries* are Assistants to the *Prothonotaries* in the Execution of their Offices. The Clerk of the Warrants, enters all Warrants of Attorney, and Deeds of Bargain and Sale acknowledged in Court, or before any Judge thereof; and estreats into the Exchequer all Issues, Fines and Amerciaments, which grow due to the Crown in this Court. The Clerk of the Essoins, keeps the Roll of the Essoins, wherein he Enters them and exemplifies Nonsuits and Essoins; for which certain Fees are appointed: And he also provides Parchment and cuts it into Rolls, Marking the Numbers thereon, which he delivers out and receives again after they are written, and makes them up in Bundles or Files each Term. The Filazers make out all Mesne Process between the Original

D

Writ

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Writ and the Declaration: And where the Defendant is summoned or re-summoned, they issue out Distress infinite 'till Appearance: They make out all Writs of View, and Writs of *Superfedeas*, where the Defendant appears in their Office after a *Capias* awarded. They may also enter Imparlances, or general Issues, the Appearance being entered with them; and Judgements by Confession thereupon, before Issue joind, and Writs of Execution on the same. The *Exigenters*, make out all *Exigents* and Proclamations, in order to Outlawry; and have for every common *Exigent* 1 s. and for every ordinary Proclamation 6 d. The *Clerk of the Juries*, makes out all *Habeas Corpora Juratorum*, for Summoning Juries, after the Sheriff has returned the Pannel on the *Venire*; and he makes all Committances 'till the Verdict given. The *Chirographer* ingrosseth all Fines upon Writs of Covenant, and makes Records thereof; he likewise delivers Indentures of them to the Parties, and the Foot of the Fines to the *Custos Breviarum*: And he preclaims all the Fines in Court every Term according to the Statute. The *Clerk of the King's Silver*, enters in a Paper Book the Substance of the Writ of Covenant on Fines, pursuant to which Notes all the Fines are entered upon Record in the Rolls of the Court. The *Clerk of the Treasury*, has the keeping of the Records of the Court; and makes up and seals all Records of *Nisi prius*; he certifies all Records into B. R. on Writs of Error, &c. he makes Exemplifications of Records lodg'd in the Treasury, and all Copies of Issues, Imparlances, and Judgements, and of all Informations, &c. The *Clerk of the Seal*, seals all Writs, and Mesne Process made by the *Filazers*; also Writs of Outlawry, and *Superfedeas* and all Patents or Exemplifications. The *Clerk of the Outlawries*, is Servant to the Attorney General, for making out the *Capias militagium* after Outlawry, and the Attorney General's Name is to every one of these Writs. The *Clerk of the Inrollments* of Fines and Recoveries, returns all Writs of Covenant upon Fines, as also all Writs of Entry, Summons and Seisin upon common Recoveries; he also inrolls, and exemplifies all Fines and Recoveries, &c.

These are the several Officers and Offices of the Court, of *Common Pleas*; to which we may add, a *Clerk of the Errors*, for the Allowance of Writs of Error, &c.

ORDERS and RULES of the Common Law Courts.

The Rules and Orders of B. R.

Every Attorney who puts in Bail by Recognizance before a Judge, (if the Plaintiff accept it) shall cause the said Bail to be filed within 20 Days, under the Penalty of 40 s. Trin. 13 Car. 2.

Clerks and Attornies of the Court upon Notice are to attend Motions under the Penalty of 10 s. Pasch. 14 Car. 2.

In every Action of *Ejectio firma* where the Lands lie in the County of *Middlesex*, the Plaintiff's Attorney is to sue forth a Bill of *Middlesex*; Or if the Lands lie out of the County of *Middlesex*, a *Latitat* against the casual Ejector; and file common Bail, before the Declaration is delivered to the Tenant in Possession. Trin. 14 Car. 2.

All Attornies of this Court are to appear in Court in person per Person, on or before the 14th Day of the Term of St. Michael, and on or before the 7th Day of every other Term, under the Penalty of 10 s. for the first Default, and 20 s. for the second Default. And every Attorney is to enter his Pleadings, &c. within three Days after the End of each Term. And no Rule is to be made by a Judge in any Cause *post tertium diem prox.* after the End of every Term. Trin. 14 Car. 2.

Every Sheriff shall enter on Record a sufficient Deputy to receive all Writs and Proceles. And the said Sheriffs or their Deputies are to give their Personal Attendance in Westminster Hall daily in the Term time. No Sheriff shall make or deliver out any Warrant, before the Writ be duly filed forth and delivered to the said Sheriff: Nor shall the Sheriffs deliver any Blank Warrants, upon pain of severe Punishment, and Fine; and Expulsion of Clerks or Attornies procuring them. Hill. 14 & 15 Car. 2.

Keepers of the Seal appointed for Sealing of Writs issuing out of B. R. are not to put the Seal to any Writ of *Latitat*, *Habeas Corpus*, *Scire Facias*, &c. before signed with the Sign of the Court. Pasch. 15 Car. 2. &c.

No Bailiff nor Sheriff's Officer shall exact or take from any Person in Custody by Arrest, any Warrant to acknowledge a Judgement, but in presence of the Defendant's Attorney, who shall subscribe his Name thereto.

Attornies are to attend the Master upon References, on pain of forfeiting 10 s. — And Clerks of the Office are to

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account with the Secondary within a certain Time after every Term, not exceeding 10 Days, on pain of Suspension and Expulsion.

Trin. 15 Records of *Nisi prius* are not to be sealed after the End
Car. 2. of one Month next after any Term.

Mich. 15 Additions to be inserted in Affidavits, &c. of the true Place
Car. 2. of Habitation and Callings, &c. of every Person.

No *Writ* to be issued out with an *Actiam*, &c. against any Heir or Executor, nor in any Case where special Bail is not required. And a Defendant lawfully delivered from an Arrest, shall not be arrested again at the same time at the Suit of the same Plaintiff.

Attornies offending herein to be expunged out of the Roll, and otherwise punished.

Pass. 16 Attornies who would discharge a Prisoner for Defect of
Car. 2. Prosecution, are to give the Plaintiff or his Attorney Notice to appear before a Judge, and shew Cause why he should not be discharged: And if the Plaintiff do not appear, and shew such Cause on Affidavit made of the Notice, the Prisoner shall be released.

Clerks of the Errors in the Exchequer to allow *Writs of Error* within four Days after Notice given to the Plaintiff's Attorney; and Bail is to be put in on *Writs of Error* within four Days after their Allowance, or Execution shall be made out.

Trin. 16 No Attorney or Clerk in Court shall deliver or accept of any
Car. 2. Plea, &c. which ought to be put into the Office of the Clerk of the Papers, before it be put into the Office, and the Copy thereof signed by the Clerk of the Papers, &c. under the penalty of 10 s. for the first Offence, 20 s. for the second, and for the third Offence Expulsion.

Mich. 16 Attornies appearing for Defendants in Actions where
Car. 2. special Bail is not required, shall file *Common Bail* within six Days after the End of the Term they appeared. After 20 Days Notice given of putting in *Special Bail* before a Judge, on a *Capi Corpus*, if no Challenge be made, the Bail shall be filed in four Days. On a *Hab. Corp.* 28 Days are allow'd, for Exception to the Bail.

Pass. 18 Clerks of the Papers are to receive no *Special Pleas* or
Car. 2. *Demurrers* before they are sign'd by Council.

General Rules to answer, in *Ejection*, are to be entered before any Motion be made for Judgement against the Casual Ejector.

Trin. 22 No Defendant shall put in Bail for a greater Sum than
Car. 2. expressed in the Process. And if the Plaintiff declares for more, the Bail shall not be liable.

The Marshal of B. R. shall not suffer any Person in Cu- An^o. 28
body, or within the Rules, to go out thereof but by special Car. 2.
Rule of Court.

No Bail is to be put in upon a Habeas Corpus, before the Pasch. 29
Writ is returned; And the Attorney that puts in Bail be- Car. 2.
fore a Judge, is to pay for filing; if it be on a Hab. Corp. 11. Car. 2.
4. 3. 10 d. If on a Cep. Corp. 2 s. 6 d.

All Writs and Process on Originals, &c. must be signed An^o. 31
by the Filazers of this Court. 4 Car. 2.

Ten Days Notice is to be given of Arguing Error in the Pasch. 33
Exchequer; And Copies of the Error to be delivered to Car. 2.
the Justices of C. B. and Barons of the Exchequer 4 Days 36 Car. 2
before Hearing.

Upon Arguing Demurrers, Special Verdicts, and Writs of Pasch. 8c
Error, Books to be delivered to the Judges by the At- Hill. 2
tornies on both sides 4 Days before. And Exceptions to Jar. 2,
be marked in the Margin. Every Defendant not being
Executor or Administrator, to put in Special Bail upon a
Hab. Corp. to remove a Cause from an inferior Court.

None to be admitted in Forma pauperis out of Court. War. Hill. 3 &
vants of Attorney to be entered upon the Roll, at the Begin- 4 Jar. 2.
ning of every Cause, for Plaintiff and Defendant, other-
wise the Roll not to be filed.

On every Judgement acknowledg'd by Warrant of Attor- 1 W. & M.
ney, Bail is to be filed, to warrant the Judgement, &c.

Rules for Delivering Declarations to Prisoners in Custody; Pasch. 5
after the Return of the Process. No Rule to be granted W. & M.
to appear and plead, till after Oath made of Delivering
the Declaration, and Filing the same; And Judgement to
be signed if the Defendant does not appear within a
certain Time, &c.

Upon a voluntary Appearance, the Plaintiff's Attorney Trin. &
is to prosecute a Latitat or Bill of Middlesex in 14 Days Mich. 5
In Error Notice to be given of Bail put in, and if the W. & M.
Bail be not excepted against within 20 Days then to be
allow'd.

When the Attorney on either side doth not Appear Trin. 8
before the Secondary to name the Jury for a Trial at Bar, W. 3,
the Secondary upon Reference to him is to return and
name 48 sufficient Jurors, out of which a Jury of 12 is
to be chosen to try the Cause. No Alias Sci. Fac. is to
issue forth until the first is returnable.

No Roll shall be filed without Licence, after the sub- Trin. 9
sequent Term wherein it ought to be done. The Clerks W. 3,
are to bring in their Rolls after every Term, within a cer-
tain Time, or they shall not be received.

Common Bail may be filed for a Prisoner after Judgement, not charged in Execution before the End of the second Term following, on giving Notice to the Plaintiff's Attorney.

Pass. & Trin. 11 W. 3. The Defendant's Attorney may enter the Plaintiff's Demurrer upon Record, when the Plaintiff's Attorney neglects it. Copies of Declarations, general Issues, Demurrers, &c. to be delivered to the Defendant's Attorney, who is to pay 4 d. per Sheet, &c.

Trin. 1 Anna. Where Bail are impleaded upon their Recognizance, they shall have 8 Days in Term-time after the Return of the Writ against such Bail, to deliver the Defendant's Body into Custody in their Discharge. Notice is to be given the Plaintiff's Attorney of the Defendant's rendering himself in Discharge of the Bail, and Oath to be made of it, &c.

Pass. 3 Anna. No Special Imparance shall be allow'd without Leave of the Court.

Mich. 3 Anna. Where a Person is arrested upon any Writ returnable *Ante tres Septimanas Pasche, vel Mens. Michaelis, &c.* if the Defendant appears and puts in Bail, and the Plaintiff declares before the Essoin Days of those Terms; then the Defendant is to plead the same Term, or Judgement shall be entered by Default; but if the Declaration be not deliver'd 'till after the Essoin Days, the Defendant hath time to plead 'till the next Term.

Mich. 3 Anna. All Attornies and Clerks are to procure themselves to be admitted of some of the Inns of Court, and take Chambers or Lodgings near; and none shall be sworn an Attorney, &c. unless he be so admitted. And none is to put himself out of the first Society until he be admitted into some other. Attornies are likewise to come into and continue in Commons, or they shall be put out of the Roll.

Mic. 1706. Judgements, or *Incipiturs* thereof to be enter'd on the Roll before their Signing; And Names of the Parties, with the Nature of the Action, &c. to be also enter'd by the Secondary. No Record of *Nisi prius* to be seal'd, before the Issue, or an *Incipitur*, be enter'd on Record, and sign'd, &c.

Mich. 4 Anna. The Defendant in any Action to be tried in London or Middlesex, having enter'd *No Recipitur*, the Plaintiff to proceed to Trial the next Sessions.

Trin. 2 Geo. Where a Defendant is in Custody of the Marshal of this Court, on Process, &c. two Terms, without the Plaintiff's Declaring, he shall be discharged on filing Common Bail:

Bail; And the Plaintiff having declared, but not proceeding in three Terms after, the Defendant may file Common Bail, or have Writ of *Superfedeas*.

A Plaintiff concluding *ad Priam*, on the Plea of the 6 Geo. Defendant, and Notice given of Trial in the Paper Book, if the Defendant demurs, and the Plaintiff joins, and obtains Judgement, the Defendant's Attorney to accept of Notice of executing Writ of Enquiry of Damages from the Time of Notice of Trial.

The Rules and Orders of C.B.

Attornies are to be admitted into Inns of Court, or Chancery; and be in Commons one Week in every Term, &c. And all Officers and Attornies are to appear in Court on or before the 14th Day of Michaelmas Term, and the 7th Day of every other Term, under Penalties, &c. Mic. 1654

No Attorney to be admitted unless he has practised as a Solicitor for 5 Years, or served a Clerkship to a Judge, Serjeant, Councillor, Attorney, &c. And no Person is to practise in another's Name, upon pain of such others being put out of the Roll.

Sheriffs are to have their Deputies in Court, to return and receive Writs; who are to appear in the Term Time; but no Under-Sheriff is to practise as an Attorney. Sheriffs Bailiffs, &c. not executing of Process, or taking undue Fees, giving the Defendant Notice, &c. are to be punished by Fine and Commitment. And no Warrant of Arrest to be granted, before a Writ first come to the Sheriff. Term ibid.

A Jury of Clerks and Attornies once in 3 Years to be impanell'd and sworn to enquire of Abuses, Extortions, &c. of Attornies; And 12 Practisers to be nominated every Year, to examine such as would be Attornies, inform the Court of Breach of Orders, &c. Term ibid.

Rolls to be delivered to be entred, to Clerks or Entering Attornies: Prothonotaries to sign Executions, and all other Writs. Causes are to be proceeded on in the same Office where begun: And Rolls of every Term are to be brought to the Prothonotary fairly entred, and docketted, before the succeeding Terms, &c. under the Penalty of 10 l.

Actions upon the Case, Trespass, Assault, &c. to be laid in their proper Counties. Bonds to be given for Appearance, unless the Plaintiff consent to take Appearance without Bail. Persons taken upon Outlawries, are not to be discharged without *Superfedeas*. A Habeas Corpus cum Causa, &c. Term ibid.

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Sec. not to be returnable *immediate*, unless directed to the Sheriff of London or Middlesex: Upon a *Hæreas Corpus* or *Capi Corpus*, where Special Bail is required, the Bail not to be taken without Consent of the Plaintiff. Writs of *Hæreas Corpus* directed to the inferior Courts of London and Westminster, &c. are returnable *immediate*, and the Defendant may be bailed, giving Notice of the Names of the Bail, and when and before what Judge he intends to put it in; but it must be in 8 Days, or a *Procedendo* may be granted, and Exception must be taken within 20 Days after Notice.

Termibid. In all Causes of Removal, Special Bail ought to be given; and on a *Capi Corpus* for Debt, Detinue, Trespass, &c. where the Debt or Damages amount to 20 l. In Covenant, Bail to be given at Discretion: In Battery, Conspiracy, &c. no Special Bail to be given, without Order of Court. In Slander, no Special Bail, but to be at Discretion of the Judges. The Principal rendering himself before the Day of Appearance of the *Sci. fac.* &c. or the Return of the Process against the Bail, no further Proceedings shall be had against the Bail.

Termibid. *Appearances* are to be duly entered; and Attornies undertaking Appearances, are liable to an Attachment, or to be put out of the Roll, if they do not appear. No Person is to change his Attorney, without Rule of Court, &c. Plaintiff's in Special Actions, have Liberty to enter *Imparlances* the Term following. If the Defendant appear the first Term, and give no Rule to declare, his Attorney the second Term may be compelled to accept of a Declaration with *Imparlance*: But if the Plaintiff declare not the second Term, though the Defendant give no Rule, a *Nonfuit* may be entered at the End of the second Term, upon a Continuance entered by *Dies Datus*. If the Day to appear be upon the first Return of any Hilary or Trinity Term, no *Imparlance* will be granted without Consent or Rule of Court.

Termibid. No Judgment by *nihil dicit* to be entered until Rule be given to plead and the Day past. After Rules to declare are out, no *Nonfuit* to be entered for Want of a Declaration, unless the Plaintiff's Attorney be first call'd to for a Declaration. The Plaintiff having declared and given Rules for Answer, the Defendant is to deliver his Plea to the Plaintiff's Attorney; and if he be not to be found, or refuseth it, it is to be left in the Office, to save a Judgment. After *Imparlance* of 3 Terms, with-

out

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out calling for Answer, no Judgement is to be entered without a Term's Notice.

The Nature of the Action, in Actions of Trespass up-^{Term ibid.} on the Case, &c. to be repeated in *Declarations*, and not the Original Writ. Unnecessary Length of *Declarations* is to be forborn. In Actions upon general Statutes, the Declaration not to repeat the Statute, but conclude *contra formam Statuti*, &c. Before Entry, the Plaintiff may amend his Declaration, paying Costs or giving an Imparlance: And after entered, before Issue or Demurrer, it is amendable, by Rule of Court, &c.

Pleadings are to be succinct, without unnecessary Repe-^{Term ibid.} titions: Upon Demurrers, the Cause to be specially assign'd as of wanting Form, &c. (wherein) that the other Party may either join in Demurrer, amend, or discontinue. In London, &c. eight Days Notice to be given of *Trials* or Inquiries, where the Defendant lives within 40 Miles of London; and 14 Days if he live above 40 Miles; and all Causes to be tried in London and *Middlesex*, are to be entered in the *Marshal's Book* 4 Days before Trial, &c. Eight Days Notice exclusive to be given upon *Trials* in the Country. In Case of Warning, and no Proceedings, the Defendant is to have Costs; unless the Plaintiff give Notice in Time that he would not proceed: And if the Plaintiff proceed not, the Defendant may, take it by Proviso, giving Notice, &c. If Issue be join'd above a Year, one Term's Notice to be given of Trial.

In finding Special *Verdicts*, where the Points are single, and no Special Conclusion, the Counsel is to subscribe the Points in Question, &c. And Deeds are to be found according to the Substance, and not *in hac verba*. Where a Verdict finds entire Damages, and Damages are the Principal, and Part not Actionable, a *Venire fac. de Novo* may issue for a *New Trial*.

In Judgement by *non sum Informatus, nil Dicit*, &c. the *Term ibid.* *Capiatur* is to be entered upon the first Judgement. Upon a Cause removed by *Hab. Corp.* if Judgement be given for the Plaintiff, the Costs below to be cast into the Judgement; if for the Defendant, the Charge of putting in Bail. The Principal in any Bond, Bill, &c. not to confess Judgement against his Surety. Sixteen Days to be allow'd for Signing of Judgements, after every Term, except Easter Term.

Attornies of the Court to take an Oath to do no Falsehood or Deceit, not to delay Causes for Lucre or Malice, nor

to

The PRACTISING ATTORNEY: Or,

to increase Fees, sue Foreign Suits, or any false Suits, &c. upon pain of Expulsion.

Hill. 14 &
35 Car. 2. All *Sheriffs* are to have Deputies entered on Record, to give their Attendance in Courts, &c. No Sheriff shall deliver any Warrant before the Writ be sued forth and delivered; nor any *Blank Warrants*: And no Attorney shall procure such Blank Warrants, on pain of Punishment and Fine of Sheriffs, and Expulsion of Attornies.

No Attorney shall permit another to *practise* in his Name on pain of Expulsion. No Officer to make Process or Entry, in the Name of any Person not sworn an Attorney. Attornies not filing *Warrants* of the Term wherein any Exigent is awarded, Demurrer, or Issue join'd, &c. to forfeit 40 s.

Term ibid. Upon a Commitment to the Fleet by *Habeas Corpus* in *Hillary Term*, the Plaintiff is to bring the Prisoner to the Bar, and declare against him within 6 days after *Trinity Term* begun, or the Prisoner may be discharged by *Superfedeas*. Commitment in *Easter Term*, or the Vacation following, you must declare within 6 days after *Michaelmas Term* begun: In *Trinity Term*, before the End of *Michaelmas Term*: In *Michaelmas Term*, within 6 days after *Easter Term* begun, or the Defendant may be discharged.

Hill. 15 &
16 Car. 2. *Sheriffs* duly to return and execute *Writs* and *Process*, and take sufficient Security for Appearance of Persons arrested before they are set at Liberty: Upon a *Cap. utlagat*. Persons not to be set at Liberty, or Lands discharged, without Writ of *Superfedeas*; and no *Superfedeas* to issue without first taking sufficient Bail.

Mich. 17
Car. 2. *Superfedeas* to be put in to *Writs of Exigent*, before the Return of the *Writs*, or Costs to be allow'd the Plaintiff. Upon Reversal of Outlawry, Special Bail to be given by the Defendant, if the Money or Damages amount to 20 l. &c. and Costs to be paid.

Trin. 21
Car. 2. No Attorney, without Leave of the Court, shall shift from the *Prothonotaries Office*, where he hath made his Election, and is sworn and settled; upon pain of Displeasure of the Court, and for the second Offence Expulsion. And other *Prothonotaries* not to permit such Attorney to enter Causes in their Office.

All Attornies, &c. are duly to enter *Imparlances* or *Incipiturs* in all Causes, or it shall be Cause for the Defendant to have a further *Imparlance*. And no common Rule shall be given to plead if there be no such Entry, without the Allowance of the *Prothonotary*.

No

No Sheriff, &c. shall return a *Redditi* se, where the *Defendant* hath not rendered himself: And no *Retraxit* shall be left with any Under-Sheriff, &c. until entered upon the Roll, upon which an Exigent is awarded: *Writ* of *Supersedeas* to be duly sign'd and seal'd, or they shall not be received by Sheriffs, &c. *Pasc. 24*
Car. 2.

Attornies are to enter *Appearance* for Defendants with the *Filazers* for the County, from whence the Process issues. And no *Imparlance*, &c. shall be allow'd until Entry. Nor Declaration received, or deliver'd.

For *Arguments at Bar*, Copies of the Record of the Cause to be delivered to all the Judges a Week before hearing. And no Argument to be heard without it. If the Plaintiff does not deliver Copies to the Lord Chief Justice, and the Senior Judge, the Attorney on the other side may, 3 days before the Hearing; and shall be reimbursed the Charges. *Pasc. 27*
Car. 2.

No Attorney shall make out any Execution, until he have a Certificate from the Clerk of the Errors that the Record is not removed, and a *Non Prof.* duly sign'd. Attornies are to bring all *Writs of Error* to the Clerk of the Errors to be allow'd, or the Plaintiff may proceed to Execution. *Trin. 28*
Car. 2.

All Rules, Orders and Caveats, for stopping of *Fines* levied by *Feme Coverts*, *Infants*, &c. are to be renewed or continued every Term; and Copies left with the Officers concern'd in passing of Fines. And the Books and Entry of Fines to be search'd termly. *Hill. 28. &c.*
29. Car. 2.

Attornies and Officers are to be admitted into some Inns of Court, and take Chambers there, or Lodgings near, and none to be sworn Attornies but such as are thus admitted: The Clerk of the Warrants is to certify that an Attornies Name is upon the Roll of Attorneys, before he shall have *Writ of Privilege*. *Trin. 29*
Car. 2.

Records of *Nisi prius* to be sign'd and seal'd within 3 Weeks after the End of *Hillary*, and *Trinity Terms*.

Writs and Warrants as relate to common Recoveries, are to be left with the *Prothonotary* at the time of Examining and Signing the Exemplifications, with the usual Fees for Filing them; and the *Custos Brevium* and Clerk of the Warrants, are to receive them into their Offices from the *Prothonotaries*. *Mick. 29*
Car. 2.

The *Writ of Entry on Recoveries*, to be signed by the Attorney General, &c.

Where an *Outlawry* is Reversed, if the Plaintiff proceeds not in Two Terms after Notice, the Defendant to have Costs, &c. *Trin. 33.*
Car. 2.

Pasch. 24 The *Posse* upon Action by *Qui tam*, &c. upon penal
Car. 2. Statutes where Verdict is for the King, to be delivered
 to the Prothonotary, in whose Office the Cause is
 prosecuted, the first Day of the next Term, that Judge-
 ment may be entred on the Record, and the Penalty
 levied.

Rolls to be brought into the Office, after every Term, by
 Attornies and Clerks of the Court.

Pasch. 2 Clerks of Office and the Chief Justices associate, are to re-
Jac. 2. turn all *Posse* upon Records and Proceedings on Writs of
Nisi prius, *Distingas*, &c. and deliver them to the Protho-
 notaries upon the *Quarto die post* of the Return of the Writ
 of *Nisi prius*, on pain of 20*l*.

Trin. 2 No *Outlawry* after the Death of the Plaintiff, shall
Jac. 2. be reversed without the Defendant's Appearance, and
 putting in Bail to the Executor or Administrator of the
 Plaintiff; provided the Plaintiff's Attorney, within 14 Days
 after Notice of the Defendant's Intention to reverse the
Outlawry, deliver the Names of such Executors, &c. to the
 Prothonotary. If a *Superedeas* be not put in on a Writ of Exi-
 gent, before the Day of Appearance, it shall not be allow'd
 until the Defendant hath paid Costs. Where Persons are
 enlarged upon a *Cap. utlagat.* before Judgement, without
 a *Superedeas*, the Sheriff, &c. shall be punish'd and fined.

Upon *Reversing* of an *Outlawry*, before any *Superedeas* is
 granted, the Defendant which reverseth it is to give *special*
Bail, if the Sum or Damages amount to 10*l*. and pay Costs
 to the Plaintiff.

Hill. 2 Attornies for the Plaintiff and Defendant, in all Actions
3 Jac. 2. and Suits, are to deliver Warrants of Attorney to the pro-
 per Officer to be entered and filed on Record. And on
 prosecuting any Cause to Issue, the Plaintiff's Attorney, on
 delivering a Copy of the Issue, shall receive of the Defen-
 dant's Attorney the Fee for filing his Warrant, or on Re-
 tusal sign Judgement, &c. and the Plaintiff's Attorney shall
 file as well the Defendant's, as the Plaintiff's Warrant of
 Attorney, before making up the Record.

Trin. 1 The Defendant's Attorney who puts in Bail to any *Cap.*
W. & M. *ad respondend.*, &c. shall have Recourse to the proper *Filazer*,
 in whose Office the Bail ought to be entred, and shall with
 him or his Clerk come into Court or attend one of the
 Judges to take the same: And where any Bail is taken
 on a *Filazer's Writ*, without the proper *Filazer*, it is no Bail,
 Rules for the Sheriff to bring in the Body of a Prisoner,
 taken on a *Filazer's Process*, to be given by the *Filazer* issu-
 ing out the *Process*.

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All *Writs* are to be entered the Term they are joined, and *Pasch.* 5
not in any subsequent Term. *Prothonotaries* shall not sign *W. & M.*
any Records of *Nisi prius* until the same or an *Incipitur* be
entered on Record, and the Fees paid.

Officers of Courts are to deliver in all their *Rolls* of *Trinity*,
Michaelmas, and *Hillary* Terms, to the Clerk of the *Essoins*,
before the *Essoin* Days of the Term following; and their
Rolls of *Easter Term*, before the first Day of *Trinity*.

Rules in Proceedings upon *Declarations*, delivered to *Prothonotaries* in Country Goals: They are not to be delivered till
after Return of the Process; *Affidavit* is to be made of
Delivery, and if the Defendant doth not enter his *Appearance*,
within 10 Days after *Easter* or *Michaelmas* Term, &c.
Judgement may be entered; but he may *impearl* till
next Term, if the Action be not in *London* or *Middlesex*.
Where Rules are given to *appear* and *plead*, when they are
out, *Judgement* shall be signed for want of *Appearance*.
If the *Declaration* be not entered at the End of the next
Term, before the End of 20 Days after such Term, the
Prisoner shall be discharged on entering his *Appearance*.

Writs of Privilege, &c. to be signed by the Clerk of the *Trin.* 9
Warrants, to shew the Person is an Attorney of the Court, *W. 3.*
or shall not be allowed, or be of Force.

Attornies are to be admitted of the *Inns of Court*, and take
Chambers, except such as are House-keepers in *London* and *Ann.*
Westminster, &c. and none others to be sworn: No Attorney
to put himself out of one Society, till admitted into some
other; and all Attornies are to come into and continue in
Commons the Time ordered.

In *Trials at Bar*, the Plaintiff's Attorney before the *Essoin* *Hill.* 9
Day of the Term of Trial is to give Notice to the *Protho-* *Ann.*
notary of the Day appointed, to be put down in the Court
Book, or the Cause not to be tried that Term.

The Plaintiff before the End of the next Term, after
Return of Process, to *declare*: If he does not, at the End
of that Term, in the Vacation, the Defendant may sign
a *Non prof.* and not afterwards.

No *Bail Bonds* taken in *London* and *Middlesex*, to be put in
Suit till 4 Days after the Appearance Day of Return of
Writs; nor in any other County, till after 8 Days.

Where the Plaintiff concludes *ad Patriam*, the Defen- *Trin.* 2
dant's Attorney shall accept of Notice of Trial on the back of *Geo.*
the Pleading, and such Notice to be as good as if *Issue* *Hill.* 6
joind. If the Defendant doth not join *Issue* after Judge *Geo.*
ment, his Attorney to accept Notice of Executing Writ of
Enquiry from the Notice of Trial.

No

Mich. 6
Geo.
Hill. 6
Geo.

No Countermand of Trial at the Assizes to be good, unless given 2 Days before the Commission Day. Attornies within 4 Days after Appearance Day on Writs in London and Middlesex, and within 8 Days after Appearance Day on Writs in the Country, to enter their Appearances, or be liable to Attachment, and Costs; and the Defendants to plead as if they had been duly entered, &c. Sheriffs, &c. not returning Writs within 6 Days after a Rulo serv'd for it, to pay Costs.

Hill. 8
Geo.

No *Replevins* allow'd to be entered for the *Sittings* after Term, unless the Records of *Nisi prius* and Writs be brought into Court before the Day of *Sittings*.

Pasch. 9
Geo.

If the Plaintiff proceeds not to Judgement against one in the Fleet in 3 Terms after Declaration; or having obtain'd Judgement, doth not charge him in Execution in 2 Terms; unless Cause be shewn, &c. the Defendant to be discharged by *Superseas*, &c.

This is a concise *Abridgement* of all the Rules and Orders of the Common Law Courts from the Beginning to this Time.

The Methods of PRACTICE in the Court of KING'S BENCH.

Of Terms, and their Returns, &c.

Beginning and Ending of Terms, of Justice, &c. The first Thing necessary to be known in order to Practice, is the Terms and their Returns: As to the former, of which both the Courts of B. R. and C. B. observe the same Times for holding their Assemblies for the Distribution of Justice; but as to the Returns, there is some Difference made by the respective Courts.

The Terms are in Number four, *Michaelmas Term*, *Hillary Term*, *Easter Term*, and *Trinity Term*, which begin and end at the Times following, viz.

Michaelmas Term begins the 23d of October, if it be not on a Sunday, but if Sunday the Day following; and ends the 29th of November, if it be not a Sunday, and if it be, the Day after.

Hillary Term commences the 13d of January, and ends the 12th of February; except either of those Days fall on a Sunday, (which is no Law-day) and then on the Days following.

Easter Term begins the Wednesday fortnight, or seventeen Days, after Easter, and ends the Monday next before Whitsunday.

Trinity

NO : LAWYER'S OFFICE

Trinity Term commences the next Friday after Trinity Sunday, and Friday se'nnight after Whitsunday, and ends the Wednesday fortnight after it begins.

In Law, the first *Essoin Day* (which is the 4th Day inclusive before the first Day) is accounted the first of the Term; and on that Day, one of the Judges always sits to take *Essoins*, &c. And the four Days in Term, are 1st the Day of *Essoin*, 2^d of *Exceptions*, 3^d *Return of Writs*, and the 4th the Day of Appearance whereon the Court sits, called the *Quarto die post*. Every Term begins on the *Quarto die post* of the first Return, and ends the *Quarto die post* of the last Return, unless either of them happen to fall on a Sunday, and then it shall begin or end on a Monday the Day following.

The first *Essoin Day* of *Michaelmas Term*, is always on the 20th of October; of *Hilary Term*, on the 10th of January; of *Easter Term*, on the Sunday fortnight after Easter; and of *Trinity Term*, on the Monday or Morrow of Trinity Sunday. And the same Day of the Week that *Michaelmas Term* begins, the next *Hilary Term* ends; and the same Day of the Week that *Michaelmas Term* ends, the next *Hilary Term* begins; And as both Terms begin the same Day of their respective Months, this may be a useful Observation to such who have Occasion in *Michaelmas Term*, to make Writs returnable in *Hilary Term*, before the Almanacks for the Year are publish'd.

Michaelmas Term contains 5 Weeks and 2 Days, Returns of Writs in Terms and has 6 Returns.

In the King's Bench

1. Die (Jovis) prox. post tres Sep. S. Mich.
2. Die (Martis) prox. post Mens. S. Mich.
3. Die (Martis) prox. post Crast. Animarum.
4. Die (Jovis) prox. post Crast. S. Martini.
5. Die (Jovis) prox. post Oct. S. Martini.
6. Die (Jovis) prox. post. Quin. S. Marti.

The Common Pleas.

1. A die S. Mich. in tres Septimanas.
2. A die S. Mich. in unum Mensem.
3. In Crast. Animarum.
4. In Crastino S. Martini.
5. In Octabis S. Martini.
6. A die S. Martini in quind, Dies

Hilary

The PRACTISING ATTORNEY: Or,

Hilary Term contains 3 Weeks, and bath 4 Returns.

B R.

1. Die—prox. post Octab. S. Hill.
2. Die—prox. post Quinden. S. Hill.
3. Die—prox. post Craft. Pur. B. M. V.
4. Die—prox. post O. Pur. B. M. V.

C B.

1. In Octob. S. Hill.
2. A die S. Hill. in quind. Dies.
3. In Craft. Pur. Beate Marie Virginis.
4. In Octab. Pur. Beate Marce.

Easter Term contains 3 Weeks and 6 Days, and bath 4 Returns.

B R.

1. Die—prox. post Quinden. Pasch.
2. Die—prox. post Sept. Pasch.
3. Die—prox. post Mensen Pasch.
4. Die—prox. post quinqu. Sept. Pasch.
5. Die—prox. post Craft. Ascen. Dom.

C B.

1. A die Pasch. in quindecim Dies.
2. A die Pasch. in tres Septimanas.
3. A die Pasch. in unum Mensen.
4. A die Pasch. in quinque Septiman.
5. In Craft. Ascensionis Domini.

Trinity Term wants one Day of 3 Weeks, and bath 4 Returns.

B R.

1. Die—prox. post Craft. S. Trinit.
2. Die—prox. post Octab. S. Trinit.
3. Die—prox. post Quind. S. Trinit.
4. Die—prox. post. tres Sept. S. Trinit.

C B.

1. In Craft. S. Trinitatis.
2. In Octab. S. Trinitatis.
3. A die S. Trinit. in quindecim Dies.
4. A die S. Trinit. in tres Septiman.

In each Return throughout the respective Terms; are the four several Days before mentioned, viz. the Effoin Day (being the Day mentioned in the Wrir;) the Ex-ception

ception Day; the Return Day; and the Day of Appearance, which is the last of the Return. And 'tis observable that whatsoever Day of the Week any Term begins, is a good Day to make all Procefs by Bill, returnable upon *Prox. post.* every other Return of such Term, except the last Return which has no *Dies post.* But St. John Baptist's Day when it falls in Trinity Term, and all Non-judicial Days, must be avoided, because they are no Days in Court, (to wit) every Sunday in any Term, the Feasts of All Saints, and All Souls in Michaelmas Term, the Purification in Hillary, the Ascension in Easter, &c.

All Procefs in B. R. upon Bill of Middlesex, Latitat, Days certain, Alias, Pluries, &c. both before and after Judgement, must be returnable at Days certain, and may be so made upon any Day in Term, (which is *Dies juridicus*) *Prox. post.* any of the before mentioned Returns: And the Procefs by Bill in this Court is returnable, naming the Day of the Week, &c. thus; *Coram nobis apud Westm. die Febris prox. post. Crastin. Purificationis beate Marie, &c.* But if the Procefs be by Original, then 'tis *Coram nobis in Crastino Purificationis, &c.* (not naming the Place or Day of the Week) *ubicunque tunc fuerimus in Anglia*: And all Writs returnable *Ubicunque* in B. R. are grounded upon Originals out of Chancery, or upon Writs of Error out of the Common Pleas and inferior Courts.

In C. B. the Writs being by Originals, are not returnable on Days certain, but only *Coram Justiciariis apud Westm. a die S. Mich. in tres Septiman, &c.* Yet, if the Action here is not by Original, but by some other Writ, as Attachment of Privilege, Prohibitions, &c. such Writs and all Procefs thereupon, are returnable and have Continuance to Days certain; as *a die Mercurii prox. post. tres Sept. S. Mich. &c.*

The two issuable Terms are Hillary and Trinity, when the Issues are joind, and Records made up for Trials in the County.

Of Actions, Writs, and Arrests, in B. R.

An Action is the Right which a Man has to his Suit, and the Writ is grounded thereupon, and the Means of recovering that Right. Every Act of Parliament made to redress any Injury or Grievance, gives a Remedy to the Party griev'd; and he may have an Action grounded upon the Statute, though no Action be particularly named in it.

The PRACTISING ATTORNEY: Or,

The personal Actions prosecuted in the Courts at *Westminster*, are usually divided into Actions of Debt, Actions upon the Case, of Slander, of Trespass, of Detinue, Waste, &c.

*Several
Sorts of
Actions.*

Action of Debt, lies where any Sum of Money is due to a Man by reason of Account, Bargain, Contract, Obligation, &c. *Action upon the Case*, lies for Deceits in Contracts, Bargains, Sales, &c. as where one Man sells another adulterated Wine, Corn full of Gravel, Goods or Wares by false Weights or Measures, warrants a Horse to be found that is not so, short Cloth to be of such a Length, &c. and this Action also lies in all Cases for Breach of Promise, and for Nuisances. *Action of Slander*, is brought for Words spoken which affect a Man's Life, Liberty, Office, Trade, &c. tend to Loss of Preferment in Marriage, Service, &c. or to a Man's Disinheritance: For any Words which occasion a particular Damage, this Action may be brought. *Trespass*, lies where any Person assaults and beats another; makes an Entry on my Lands, and does Damage, &c. *Detinue*, is for Recovery of Goods, or any other Thing lent or delivered: And *Waste*, is when any Destruction is made either in Houses, Lands, Woods, &c. by Tenants for Life or Years, to the Prejudice of the Heir or him in Reversion.

*Actions
how laid.*

All real and mixt Actions, and Trespasses in Lands, must be laid in the same County where the Land lieth, for they are *local Actions*: But all personal and *transitory Actions*, as Debt, Detinue, Account, Assault, &c. may be brought in any County, and laid in any Place, where the Plaintiff pleaseth, (except it be against an Officer for any Thing done in his Office) tho' these Actions are generally laid in that County where the Cause of Action did first arise, pursuant to the Stat. 6 R. 2. c. 2.

In personal Actions, several Wrongs and Causes of Action of the *same Nature*, may be comprehended in the same Writ; as one Action of Trespass will lie for several Trespasses, done at several Times; one Action of the Case, for divers Promises; one Action of Debt for two Debts, &c.

And in a Writ you may have four Defendants; but you can have but one Plaintiff in a Writ, unless it be in a joint Action.

*What to be
considered
in Actions.*

In prosecuting of Actions, you must first consider the Quality and Privilege incident to several *Persons*, who are not liable to Arrests, or have other Advantages over you, before you proceed: Peers of the Realm, and Members of
the

LAWYER'S OFFICE.

the *House of Commons* are not to be arrested during the Time of Privilege; and Corporations and Companies cannot be arrested; but against these you must bring a *Distingas*: Also, Attornies of the Court, and Officers and Clerks may not be arrested; for if they are, they may plead their Writ of Privilege, and come off without Bail. Likewise the Place where Persons live is to be regarded; for a common *Latitat* out of B. R. is not of Force in *Wales*, nor in a *County Palatine*, or in the *Cinque Ports*; but a special *Latitat* may be executed in a *County Palatine*: If your Suit be against any Living in those Places, the best Way is by Writ of *Quo Minus* out of the *Exchequer*.

If the Defendant in the Action be not privileged either *First Person* in Person or Place, and if the Plaintiff is not an Attorney *cessus* or Clerk of the Court, (who may have Attachment of Privilege) the first Process in B. R. is usually a *Bill of Middlesex*, which is to arrest the Defendant in that County; but if the Defendant live in any other County, you must make out a *Latitat* (which recites a *Bill of Middlesex*, to have preceded, and *non est Inventus* returned) and is directed to the Sheriff of the County or Place where the Defendant lives. The *Bill of Middlesex* is as follows:

The Form of a Bill of Middlesex

Midd. ss. Precept' est Vic' quod Capiat' A B. si Inventus Bill Midd.
fit in Balliva sua, & eum salvo Custod. Ita quod heat'
Corpus ejus coram Domino Rege apud *Westm.* die Jovis
prox. post tres Septimanas Sancti Michael. (the Day of the
Return) ad Respondend' C D. de Placito transgr'. Et
heat' ibi tunc hoc Precept.

Per Bill. VENTRIS:

If the Action requires good Bail, after the Words *de Placito transgr.* you are to add, *A etiam Bill' ipsius C D. prefat' A B. pro Decem libris, &c.* (the Debt) *de Deb' Secdm' Consuetud' ipsius Dom' Regis coram ipso Rege exhibendi. Et heat' &c. ut supra.* And if there be any other Cause for special Bail, it must be added with an *Acetiam Bille*, according to the Nature of the Case.

If for *Trespass* and taking away Goods, say, *Acetiam, &c. Pro captione & Asportation' Bnorum & Catallorum ipsius C D. ad Damnum Viginti Libr' Secund' Consuetud' &c.*

The PRACTISING ATTORNEY: Or,

If for Detinue, add, *Pro detention Bonor' & Catallor' ipsius C D. ad valenc' 40 l. Secund' &c.*

If Trover, *Pro Conversione & Dispositione Bonor' &c. ad valenc' 40 l. Secundum, &c.*

If Covenant, *Pro Fractions Convention ad Dampnum ipsius, &c. 60 l. Secundum, &c.*

If Assumpsit, *Pro non Performance' Promission' & Assumption' ipsius A B. Secundum, &c. or, Pro fractione Promission' & Assumption' ad Dampnum ipsius C D. 40 l. &c. or thus, Pro 20 l. super Assumption' which last is most usual.*

In a dangerous Battery, the Plainriff petitioning a Judge, he will order Bail in such Sum as he thinks fit; and then you insert in the Writ thereupon, *Acetiam Bill', &c. pro 20 l. &c. per ordin' Cur'.* In these Cases the Sheriff can take Bail accordingly.

*Processes
how made
out.*

When you have made out your Bill of *Middlesex* on a Piece of Parchment, on the Backside whereof must be endorsed the Clerk's Name that sues it out, and the Day of the Month; you are also to make a Note in Paper, and carry both to the Bill of *Middlesex Office in New Inn*, where your Writ is signed, for which the Fee is 6 d. in Term Time, and 10 d. in the Vacation. The Note for the Office is thus:

*Midde s. Bill' pro C D. versus A B. ret Jovis' prox' post
ares Septiman' S'ti. Michael.*

BROOKS.

If your Action require good Bail, mark the Defendant's Christian-name with B. and Sir-name with M. (over-head) which Letters signify, *Boni, Manu captores*: And this Note is left at the Office.

Offices

Then you must carry your Bill to the Sheriff of *Middlesex's Office*, where you have a Warrant made thereon, which if general Costs, costs only 4 d. and if special 2 s. 4 d. And if the Defendant is not taken on the first Bill, you may make an *Alias*, and if not upon that a *Pluries*; for the Signing whereof you ought to pay only 2 d. if sued out within a Year after the first Writ.

Thus the Proceedings in *B R.* which are not by Original or *Distingas*, are begun by a Bill of *Middlesex*: And in a *Latitat*, into any other County, a Bill of *Middlesex* is suppos'd to be taken out, (tho' not actually so, except in the County of *Middlesex*;) as appears by the Form of this Writ.

The

LAWYER'S OFFICE,

The Form of a Latitat.

Georgius Dei gra' Magnæ Britanniz, Franciæ, & Hiberniæ, Latitat,
 Rex fidei Defensor, &c. Vic' South' ton Salutem Cum Vic' nostro
Midd' nuper precepimus quod caperet C. & E. & R. si in-
 vent' fuissent in Balliva sua & eos salvo Custodi' ita quod
 heret Corpora eor' coram Nobis apud *Westm'* ad certum
 Diem jam preterit' ad Respondend' A. B. de placito transgr'
 Acetiam Seperal. Bill. ipsius A. versus presat' O & E. pro
 decem Libris de Deb' secundum Cons' Cur' nostr' cor' nob'
 Exhibend' Distusque Vic' nre *Midd'* ad Diem ill' nob' Re-
 torn' quod præd' C. & E. non sunt Invent' in Balliva sua,
 Super quod ex parte præd' A. in Cat' nostr' cor' nobis sufficient'
 testatum est quod præd' C. & E. Latitant & Discut' in
 Com' tuo Ideo tibi precipimus quod Capias eos si Invent'
 fuerint in Balliva tua & eos salvo custodias ita quod habeas
 Corpora eor' coram nobis apud *Westm'* die Jovis prox' post
 tres Septiman' sanct' *Michael'* Ad Respondend' presato A. de
 Placito & Bill' præd'. Ea habeas tibi tunc hoc Breve Teste
 J. Pons, Mil' apud *Westm'* die, &c. Anno Regni nostr'
 nono.

VENTRIS,

These Writs are to be bought in Blanks, and are gene-*General*
 rally made in the plural Number; so that if you have but *Directions*
 one Defendant in your Suit, you may add *John Doe* or *for Writs*
R. Roe. If the County have two Sheriffs it must be said in
 Com' vestro & vobis, and so the rest must be in the plural
 Number. Where the Writ is only for Trespass, you are to
 leave out the *Acetiam seperal' Bill'*, &c. to *Distusque*: And if
 it be against several Defendants for unequal Sums severally,
 say, *Versus presat' C. pro decem Libris, & versus presat' E. pro*
vigint' Libris de Deb' secundum Cons', &c. But if the Sums be
 alike, but several, say, *Acetiam sepal' Bill' ipsius A. &c. or,*
Acetiam Bill' ip' A. versus C. & E. pro decem Libr' de Deb'
separatim secund' Cons', &c.

If the Writ be made out in Term Time, you may make
 the Teste thereof the first Day of the Term; but if in the
 Vacation, then let it bear Teste the last Day of the Term
 preceeding.

And you must also make a Note on Paper in Court Hand
 marking it as before directed, where good Bail is required,
 thus:

B M. B M.

South'ton ff. Lat' pro A B. versus C D. & E F. ret'
Jovis prox' post tres Septiman' Stri Michael.

BROOKS.

Writs

sign'd and
seal'd.

You are to carry your *Latitat* fill'd up, with the Note of it, to the King's Bench Office in the Temple, where your Writ must be sign'd, the Fee for which is 2 s. 6 d. and you are to leave the Note with the Signer: Thence you go with the Writ to the Seal Office in Castle-yard, at which Office it is seal'd, and the Day stamp'd on the Back, for which you pay 7 d. and then, you are to get a Warrant upon it from the Sheriff of the County. I have already observ'd that in a County *Palatine*, there must be a special *Latitat*.

A Special Latitat, iss'd to a County Palatine.

Special

Latitat.

Georgius, &c. Cammerario nostro Com' Palatini nostri Cestr' five ejus Locum ibid. tenenti salut' Cum' Vic' nostr' Midd' nuper Precipimus, &c. Ideo tibi Precipimus quod breve Nostrum sub sigillo Com' nostri Palatini præd' Deb'o modo conficiend' & Vic' Com' Cestr' dirigend' Mandari fac' eid' Vic' quod Capiat præd' C D. &c. si Invent' fuerit in Balliva sua, &c.

If the Defendant cannot be arrested on the *Latitat*, you may issue an *Alias Capias*, and if not taken on that, a *Pluries Capias*: The Form of an *Alias Capias* is as follows.

The Form of an Alias Capias.

Alias.

Georgius, &c. Vic' South'ton salutem Precipimus tibi sicut *alias* tibi Precepimus quod Capias C D. & E F. si Invent' fuerint in Balliva tua & eos salvo Custod. Ita quod habeas Corpora eorum coram nobis apud Westm' die, &c. Ad Respondend' A B. de Placito transgr' Acetiam sepeal' Bill' ipsius A. versus prefat' C & E. pro decem Libr' de Deb'o secund' Cons' Cur' nostr' coram nobis exhibend'. Et habeas tibi tunc hoc breve Teste, J. Pratt. &c.

VENTRIS.

A Pluries Capias.

Pluries.

This Writ is in the same Form as the *Alias*, only inserting Vic' S. &c. Precipimus tibi sicut Pluries tibi Precipimus quod Capias C D. & E F. &c.

The

LAWYER'S OFFICE,

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The Clerk's Name that sues out these Writs, and the Day of the Month are to be endors'd upon them; and in both, the like Note is to be made for the Office as for the *Latitat*, where they are sign'd without Fee; but you must either find out the *Latitat* upon the Roll in the Office, or bring your Book to satisfy the Signer that a *Latitat* has issued before, or he will not sign them. After they are sign'd, you get them seal'd as before, and pay 1d. for each.

Your *Pluries Capias* you may continue from Term to Term, until the Defendant be arrested; But if the *Latitat* is not renewed within five Terms after taken out, then you cannot renew it by *Alias* or *Pluries*, but you are obliged to sue out a new *Latitat*. Renewal of Writs,

One Writ is to bear Teste from the Return of the other, as the *Capias* from the Original, &c. And when there are several Defendants in one Writ, some of them Special, and some not, as if it be against A B. for 10 l. de Deb. C D. pro 20 l. super Assump. & E F. pro Conversion & Asportan. Bonor. & Catal. ad Dampnum 50 l. Then say, *Actiam Bill' ipsius B. versus presat' A B. pro Decem libris de Deb'o, ac versus presat' C D. pro viginti libris super Assumption', ac versus presat' E F. pro Conversion' &c. ad dampn' Quinquaginti lib', &c.*

Note, In many *Actions of Debt*, it is the surest Way to make them *Actions of the Case*, wherein if you prove the Money lent, &c. the Law implies the Promise of Payment; and by that means the Defendant is barr'd from waging his Law. Actions on the Case for Debt,

Where any of the Defendants live in a Liberty where the Sheriff hath no Jurisdiction, you must procure the Sheriff to direct his Warrant on your Writ to the Bailiff of the Liberty to execute it; which if he refuse to do, the Sheriff is to return a *Mandavi Ballivo* thereupon; and then you may make a *Non Omittas*, upon which the Sheriff's Officer, by virtue of the Warrant from the Sheriff, may enter and execute the Writ within such Liberty.

A Non Omittas,

Georgius, &c. vic' S. Salutem. Precipimus tibi quod non Omittas propter aliquam Libertatem in Com' tuo quin. Capias C D. & E F. &c. si Invent' fuerint in Ballia tua, &c. (as in the Alias Capias) The usual Practice for Dispatch, is to send down a *Non Omittas* with the *Latitat* in these Cases,

Arrests.

The Party being Arrested, it is the Duty of the Sheriff, by his Officer, to take a Bond, for the Appearance of the Defendant, or for Special Bail, as the Nature of the Action is: But if it require only an Appearance, then an Attorney may back the Sheriff's Warrant for the Defendant, by indorsing that he will appear for him at the Return of the Writ, and file common Bail; which is to be within 8 Days, under 5 *l.* Penalty:

Return of Writs.

If the Defendant does not appear, viz. does not find Common or Special Bail, as the Case requires, then the Plaintiff's Attorney must call on the Sheriff for a Return of the Writ: If the Sheriff delays it, the Attorney for the Plaintiff is to give a Rule with the Clerk of the Rules, and serve the Sheriff with a Copy, for him to return the Writ; and if he makes failure in returning the same at the Time appointed in the Rule, the Plaintiff's Attorney, on a Motion to the side Bar, may have the Sheriff amerced, producing the Rule wherewith he was serv'd; and the Clerk of the Rules will draw up the side Bar Rule, whereon you may estreat the Amercement in the Crown-Office: And if he still delays Returning the Writ, you may summon him before a Judge to shew Cause, or at last move the Court against him.

When a *Cepi Corpus* is return'd by the Sheriff if there be no Appearance or Bail, you may take out another Rule, and serve it as before, for the Sheriff to bring in the Body of the Defendant on pain of 40 *s.* If the Defendant does not yet put in Bail, you may have a *Habeas Corpus* on the *Cepi*, or proceed as above by Amercement; and so you may if the Sheriff does not return the *Habeas Corpus*. But the Sheriff usually, having taken good Bail, will return a *Cepi*, and assign the Bail Bond to the Plaintiff; and then you may arrest the Defendant and the Bail on the said Bond in your own Name, and require Special Bail in that Action also; which you may not do if you sue in the Name of the Sheriff.

A Habeas Corpus upon a *Cepi*.

Hab. Corp. Georgius, &c. vie S. Salutem: Precipimus tibi quod Corpus C.D. in Prisona nostra sub Custod. tua detent. prout tu ipse per Return. hunc in Cur. nostra cor. nobis alias inde miss. teipsum Onerasti habeas coram nobis apud Westm. die, &c. Ad respondend. A.B. de Pl'ito transgr. Accetiam Billam ipsius A. versus prefat. C. Pro Cent. Libris,

&c.

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*Sec. de Deb'to secundum Conf. Sec. Et Habeas ibi tunc
Hoc Breve, Sec.*

The Sheriff sometimes returns *Languidus in Prisons*; and then you may bring a *Dates tecum licet Languidus*. And at the Return of all or any of these, you may amerce the Sheriff.

If you are for the Defendant, and he is prosecuted on the Sheriff's Bond for not appearing, and the Attorney for the Plaintiff will not otherwise agree, you may make a Motion in Court that you are content to appear, (as of that Term the first Writ was returnable) and accept a Declaration, &c. Whereupon the Court usually Orders the Suit on the Bond to be stay'd, on Payment of Costs. And the same will be done, on the like Offer, if your Amerciaments be estreated: And also the Court will make the like Order, to take off those Amerciaments.

*Non Appear-
ance on
Arrests.*

To stay Proceedings on the Bail Bond, if you are of the side of the Defendant, it is best to put in good Bail, and give Notice that you will move the Court that Costs may be taxed on the Bail Bond by the Secondary, and alledge that you are ready to receive a Declaration in the Original Action, and to plead and try it that Term, and will not delay the Plaintiff: Upon which Notice, and a Motion to the like Effect, a Rule will be granted by the Court; which you are to draw up and carry to the Secondary, who will fix a Day for both Attornies to attend him, and the Plaintiff's Attorney being served with the Rule, brings in the Bill of Costs, which the Secondary taxes, and the Defendant must forthwith pay, and then receive a Declaration.

Bail Bonds.

But as these Things are thought too trifling to trouble the Court withal, they are many times agreed by the Attornies on both sides, without any other Authority.

Of Bail, and Appearance, in B. R.

Bail, is Security for the Appearance of the Defendant to answer the Suit: And in Actions of Debt, where the Defendant is indebted to the Plaintiff, by Bill, Bond or otherwise, to the Value of 10 l. or upwards, you may insist upon good Bail; and the Sureties must be Men of Substance, answerable to the Action. But a Man worth 100 l. is a good Surety in common Cases.

Bail what.

Where Actions are brought for Slanderous Words, for Battery, in Trespass, and *Ejectione firma*, Special Bail is not required.

*When not
to be given.*

|The PRACTISING ATTORNEY: Or,

required, (except in special Cases, by Order of Court) tho' you are like to recover great Damages. In Actions of Covenant, unless to pay Money, Bail is not insisted upon, because the Damages are uncertain till Declaration: In Account, it is the same; nor is it required on Bonds with collateral Conditions, nor against Heirs, Executors or Administrators, unless they have wasted the Testators Goods.

Appea-
rances.

If the Defendant is prosecuted for a Debt under 10 l. it requires only an Appearance; and the Defendant's Attorney having back'd the Sheriff's Warrant by Indorsing that he will appear, is to file Common Bail; wherein any Sureties are taken of Course, as *John Doe* and *Richard Roe*, it being nothing but meer Form. But sometimes Special Bail has been insisted upon, where the Debt has been under 10 l. by laying a large Sum in the Writ, as 20 or 30 l. &c. And this may be done, provided you do not Declare for more, than your Debt: But this is a very barbarous and unfair Practice.

Extraordi-
nary Case.

At the Return of the Writ, the Bail may be taken off, on Motion before a Judge, and making Affidavit the Debt is less than 10 l. This is done to obtain a Man's Liberty; and where he cannot find Bail, he may confess Judgement to the Plaintiff, whereby all he is possess'd of is liable to the Debt.

Bail by
Rule of
Court.

By Rule of Court, Special Bail is order'd in all Causes of Removal, be it by *Habeas Corpus*, *Writ of Privilege*, *Certiorari*, &c. Except where the Defendant is sued as Executor or Administrator: And when a Cause is removed out of an inferior Court, the Plaintiff or his Attorney are to enter a *Caveat* with the Justices of the Court for good Bail; and the Attorney for the Defendant must give Notice to the Plaintiff of the Time when the Bail shall be put in, and of the Names of the said Bail, and where they live, that the Plaintiff or his Attorney may except against the Bail if they think fit.

On Hab.
Corp.

If Bail be put in on a *Habeas Corpus Return*, immediate, in *Hilary* or *Trinity Term*, and the Declaration is delivered 8 Days before the End of the Term, the Defendant must Plead to enter: But if in *Michaelmas Term*, and the Declaration is deliver'd before *Crafts Animar*, or in *Easter Term*, before *Mons. Pasch.* he must Plead to try the same Term.

The Manner of Appearing in B.R. on the Return of Writs, is by Bail, which is either Common or Special, as the Case requires; and all *Bail-pieces* are to be written on Parchment in Court Hand, and filed: If *Common*, they are
filed

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filed in the Office with the Clerk of the Files of common Bails; and if *Special*, they are taken before a Judge, or by Commissioners in the Country, and when accepted, then they are filed.

The Form of a Common Bail-piece upon Cepi Corpus, or Appearance.

One in Execution is not Bailable, unless there be *Audita Querela* brought.

Hill. 21 Car. B. R.

Midd. J. A B. de Paroch. Sti Martini in Camp. in Com. pred. Gen.

Traditur in Ballium super Cep. Corp.

Joh'i Doe de Lond. Yeom.

&

Brooks
Attorn.

Ric'o Roe de eod. Ycom.

Ad Sect. C D.

Com. Bail.

The Form of a Special Bail-piece, upon a Cepi Corpus.

No Defendant is compellable to put in Bail for a greater Sum then mentioned in the Process.

Trin. 22 Car. 2.

Midd. J. A B. de, &c. in Com. pred. Gen.

Traditur in Ballium Sup.

Cepi Corp. C D. de, &c. &c.

E F. de &c. (naming the

Bail their Additions, and

Places of Abode.)

Brooks
Attorn.

Ad Sectam. G H.

Special
Bail.

The

The PRACTISING ATTORNEY: Or,

The Form of Special Bail, upon Habeas Corpus before a Judge.

Bail on Hab. Corp N: The Writ of Habeas Corpus is to be return'd, &c. before the Bail shall be put in.

Lill. Reg. 103.

South'son. J. A B. de &c. in Com. pred. Ycom.

Traditur in Ballium sup' Habeas Corpus C.D. de &c. & E.F. de &c. ut supra

Brooks
Attorn.

Ad Sedam. Querel. in Querel.

As to Bail taken before Commissioners in the Country, by virtue of the Stat. 4 W. and M. c. 4. and the Rules and Orders of the Judges thereupon, vide ante, under the Head Bail, in the Statutes relating to the Practice of an Attorney.

Exception to Bail.

After Bail is put in before a Judge, the Plaintiff hath 20 days Time to except against it, which Exception must be entered in the Bail Book at the Judge's Chamber, at the side of the Bail there put in, in this manner: *I do Except against this Bail A B. Attorn. Pro. Querel.* And you must put the Day when you enter your Exception. If there be no such Exception entered, then the Defendant's Attorney may take away the Bail-piece, and file it.

If the Plaintiff excepts against your Bail, you may desire the Judge's Clerk before whom it was taken, to bring up the Bail-piece into Court, for which you pay him 2 s. 6 d. and then justify your Bail in Court. For though the sufficiency or Non-sufficiency of Bail is to be examined by a Judge at his Chamber, yet the Allowances of Bail by a Judge out of Court, are but *de bene esse*; and the Court will take Cognizance of extraordinary Matters.

Defendant in Court.

Some cunning Practisers will sometimes bring the Defendant into Court, and then he *Appears in Person*, and is so mentioned on the Bail-piece; and in such Case 'tis necessary when you have Notice of Bail to be given in Court, that you attend; for then if the Defendant appears in Person, the Secondary (who takes the Bail) will give you Notice, and

and you must declare within three Days, or else may be *Non Prof.* And the Defendant shall have costs!

If one brought into Court by *Habeas Corpus*, puts in Bail here; that Bail stands liable to all Actions of the same Plaintiff, wherein he shall declare against the Defendant in two Terms after: And in like manner upon a *Capi Corpus*; if he declare the same Term Bail is put in.

Where Bail is put in; either Common or Special, a *Declaring* Stranger may declare thereon the same Term sitting the *on Bail* Court; but then it shall be but common Bail to him. But *given* the Party at whose Suit he was arrested, may declare the second Term after the Defendant's Appearance on Bail. *Sed Quer.* if in such Case the Bail shall be liable.

If the Plaintiff does not declare against the Defendant in two Terms, after Bail is put in; the Defendant may *Non-suit* the Plaintiff, and then the Bail are discharg'd: For then the Defendant is to go only upon common Bail, by the Rules of the Court. If the Defendant render himself to Custody in discharge of his Bail, upon the Day of the Return of the second *Scire facias* against the Bail, *sedente Cur'* the Bail shall be Discharg'd: And the Bail may bring in the Body of the Party for whom he was Bail, at any *Party rem* Time before the Return of the *Alias Scire facias*, and render *dred.* him up, which will discharge the Bail; but he must take care to see that the Bail-piece be vacated in the Office.

But Bail in a Writ of Error cannot render the Party in their Discharge, because they are bound in a Recognizance that he shall prosecute the Writ of Error with Effect, and pay the Debt and Damages if Judgement be affirm'd.

If the Defendant dies before the Return of the *Capias ad Bail dis* *Satisfaciendum* against him, his Bail may plead it in their *charg'd.* discharge to a *Scire facias* against them. But if a *Ca. sa.* be duly sued out, and return'd and filed, and afterwards the Defendant dies, before any *Scire facias* sued out against the Bail; in this Case, the Bail shall not be excused.

An Original is sued out in *London*, and Bail put in, and the Declaration laid in an other County: It is good against the Defendant, but his Bail are discharg'd, and not liable to a *Scire facias*.

As a Bail is liable to all Actions of the same Plaintiff *Bail liable* the same Term, where a Declaration is exhibited; so *to all Ac-* where an Attorney is retained by a Defendant, and a *tions, and* Warrant is given to be his Attorney in a Suit depend- *Attorney to* ing in this Court, and he files a common Bail according- *all Suits* ly, he must appear by that Warrant in all Suits which are there depending against the Defendant in the same Term;

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Term; (unless he be a Defendant in Ejectment, who comes not into Court by the Process of this Court) provided Declarations are filed in the Office, and Copies delivered to the Defendant, or to the Attorney, who filed the Bail before the End of the Term his Bail is filed of.

And the Reason of this is because the Defendant being after his Appearance and Bail put in, supposed to be in *Custodia Mareschalli*, the Attorney that appears for him is bound to receive any Declaration that is brought against him during that Term.

Declarati-
ons deli-
vered.

If the Attorney for the Plaintiff can't find the Defendant's Attorney to deliver him the Declaration the last Day of the Term *sedente Curia*, it is requisite for him to give his Attendance at *Westminster*, and get the Secondary to mark his Declaration, that it was tendered sitting the Court, &c. and then the Defendant's Attorney will be obliged to receive it afterwards.

Of Declarations, &c. in B R.

Declarati-
on defi-
ned.

A Declaration is the Complaint in Writing of a Plaintiff or a Demandant against the Defendant or Tenant, wherein he supposes to have received some Wrong or Injury from the Defendant, which is to be afterwards made out. And this Declaration ought to be plain and certain, because it compels the Defendant to make answer to it; and otherwise the Jury would be at a loss in giving their Verdict, and the Court be uncertain in Judgment, for they all of them depend on the Certainty and Sufficiency of the Declaration.

What re-
quisites in
it.

In Personal Actions, this Complaint is termed a Declaration; but in real Actions it is call'd a *Count*. And therein several things are to be consider'd, viz. 1. The Person complaining. 2. The Person against whom the Complaint is made. 3. The Cause or Matter of the Complaint. 4. How and in what manner the Action did arise. 5. The Time and Place the Injury was done. 6. The Damages thereby sustained.

Who may
maintain
Declarati-
ons.

As to Persons, such as can't legally bring an Action, Men attainted of Treason, or Felony, outlawed and excommunicate Persons, convicted of *Præmunire*, &c. so long as these Impediments remain, cannot maintain a Declaration. All other Persons, who are not disabled, whether Men or Women, Ideots, Lunatics, Deaf or Dumb, &c. may bring Actions and maintain Declarations: But an Infant Plaintiff must sue by his next Friend, or Guardian, (unless he sue with

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with others as Executor, &c. and then he shall sue by Attorney;) and if an Infant be Defendant he must appear by Guardian. If an Idiot is Plaintiff or Defendant, he is to appear and sue or defend in Person. A *Feme Covert* must sue with her Husband; and where they are both sued, the Wife shall not be forced to answer without her Husband. When Executors bring an Action they are to be all named; but when an Action is brought against them, it must be only against such as administer.

Jointenants of Lands or Goods, must sue jointly in Actions; but Tenants in common, tho' they join in personal Actions, yet in real Actions they ought to sever. Divers Persons may have an Action of Trespass jointly for Goods taken from them: But in Battery, or personal Trespass, they ought to separate: Nor can two Plaintiffs sue in one Action for several Causes, tho' the Causes are of the same Kind; and two Persons may not join in one Writ to sue on two Bonds for Debt due to them apart; or sue one Man for a Trespass done to them severally: But one Plaintiff may join two Debts due to him from one and the same Defendant, as Debt upon two Bonds, &c. And so it is of other personal Actions, as Assault, Battery, and Ejectment, in one Declaration; but this can't be done in Real Actions.

If one Trespass be committed by divers Persons, the Plaintiff may make it joint or several as he pleases; and if they are sued in one Action, they may sever in Pleas and Issues: But a Release to one is a Release to all, as they are joint Trespassers, and the Jury must assess Damages for all (on each of them, who is answerable for the other) but there shall be but one Satisfaction. And where a joint Action lies against several, and some of their Names are known and some not; the Action may be brought against them that are known by their particular Names, and you may declare with a *Simul cum aliis*, &c.

When an Infant is Defendant, he is admitted by Guardian before a Judge, in the following Manner:

South'ton ff. A B. qui infra Etat' Viginti & unius Annor' existit Admissus est per Cur' Dom. Reg. cor' ipso Reg. per C D. Gen' Guardian' suum ad Defend' omnes & omnimod' Actiones & Actus in ead'm Cur' Dependend'. Ad Sect. E F:

R. EYRE.

An Attorney may not regularly declare against one that is not either in *Custodia Marescalli* of B R. or that hath *Marescalli* not

not filed his Bail, or that is not a privileged Person in this Court; for no other Ways can any one be said to be present in Court, so as for the Court to have Conusance of the Matter. And when any one is arrested by a *Latitat* or *Bill of Middlesex* out of this Court, he is not said to be in Custody of the Marshal until he hath put in Bail to the Plaintiff's Action, and the Bail be filed; or he is taken by the Writ and committed to the Marshal for want of Bail.

Declara-
tion on Af-
sump', &c.
—with ge-
neral Di-
rections.

If an Action of the Case be brought upon an *Assumpsit*, the Plaintiff must declare upon the whole Promise made, and not upon Part of it; or upon the Trial he may be Non-suited. In *Covenant*, there needs no more of the Deed to be mentioned in the Declaration, than only so far as in the *Covenant* where the Breach is to be assign'd. Nor in *Slander*, there needs no more Inducement or Preamble than is necessary: But for *Words*, the Declaration must lay them expressly and positively, not with an *hec verba vel consimilia*, nor, *ad tenorem & effectum sequentem*, &c. In Actions upon general Statutes, there, that the Defendant committed such an Act, *contra formam Statuti*, in *hujusmodi casu edit' & provis'*, is better than to recite the whole Act; but particular Statutes must be recited at large, and an attested Copy produc'd at the Trial. In an *Information* upon a corrupt Contract, on the Statute of Usury, it must be express'd that the Defendant *corrupte agreeavit*, or you are to shew that it was made *pro Usura contra formam Statuti*.

Curious
Cases con-
cerning
Declarati-
ons.

In a Declaration for Words, it is the safest way to lay it, *Falso & Malitiose dixit*, &c. but when *Malitiose* has been omitted it has been held good, if the Words themselves were Malicious and Slanderous. If a Declaration begins *Queritur de Placito transgr' pro eo quod*, &c. yet it may be a Declaration in Case, for *de Placito transgr'* will serve indifferently for Trespass or Case. Where an Action of Trespass is remov'd out of the County Court, the Declaration ought to be without *Vi & Armis*: And it has been held that in *B. R.* a Declaration *Vi & Armis*, in Trespass, may be laid under 40 s. Damages, because the King is to have a Fine, and a *Capias* for it. In other Cases, this Court hath not Jurisdiction of the Cause where Damages are under 40 s.

Declara-
tions and
Imparlls.

A Declaration is not to be made out and delivered to the Defendant's Attorney until after the Cause of the Action accrued. If a Declaration be given of *Michaelmas Term*, and an *Imparllance* to *Hillary*, and then the Issue is made up, with a Memorandum, *Quod alias scil. termino Sci. Michaelis ult' preterit*, &c. and the Cause of Action is laid to be 10 *Novembris*, which is in *Michaelmas Term*, this is ill. But if
the

the Memorandum had been thus, *Memorandum, quod die Martis prox' post Oñabas sci' Martini termino sci' Mich. ultimo preterito coram Domino Rege, &c.* then it had been well; and this last is a Day in the Term, after the Day whereupon the Action is laid.

A Declaration in *B. R.* doth not refer to the first Day of the Term wherein it is exhibited, but to the Day of filing the Bail in the Action.

In all Declarations, it is good to lay sufficient Damages: In *Debt*, it is usual to double the Debt or Damages: In *Case*, *Damages laid.* to double the Amount of the Injury receiv'd: For *Slander*, to double, if not more, the Damage arising from the Words, as they affect a Man's Life, or Reputation, &c. For *Trespass*, in Proportion to the Trespass committed: And for *Battery*, very large Damages are commonly laid, tho' not always recovered. In *Waste*, *Forcible Entry*, &c. where treble Damages are incurr'd by Statute, the Damages are to be laid proportionably great; and in other extraordinary Cases, according to the Value of the Thing to be recovered, and the Nature and Heinousness of the Offence.

The Plaintiff is to file his Declaration in the Office, and *Declarations* all Copies which are made of it, and the Record it self of *one filed.* the Cause, ought to be directed and warranted by it: The Filing of it there makes it Authentick, and it is the Foundation of the Cause depending. Judgement is Erroneous for want of a Declaration filed, upon Demurrer, or by Default, or Confession; for before it is filed, it is not upon Record, and so there is no Declaration to warrant the Judgement: But after a Verdict, it is no Error, being aided by the Statute of Jeofails.

Also the Attornies for the Plaintiff and Defendant, are *Warrants* to file Warrants of Attorney in every Suit; the former the *Attorneys* Term he declares, and the latter the Term he appears, &c. on pain of 10*l.* and Imprisonment. These Warrants run thus:

A Warrant of Attorney for the Plaintiff

South'ron ff. *A. B.* Po. lo. suo *C. D.* Attorn' submi versu's
E. F. (al's dñr, &c. if it requires it) de Pl'to
deb'i, &c.

A. B.

A War-

A Warrant for the Defendant.

*South'son ff. E. F. Po. 10. suo I R. Attorn' suum ad
A B. de Pl'to debi' &c.*

E. F.

*Defects of
Narr, and
Amend-
ments.*

False Latin will not hurt a Declaration: And if a Declaration be defective in Matter of Form only, and the Defendant takes no Exception against it, but pleads to Issue, and a Verdict is thereupon found for the Plaintiff, the Defendant cannot afterwards take Advantage of this Defect, which is help'd by the Verdict: But if the Declaration be insufficient in Matter of Substance, the Verdict will not help it. The Plaintiff may amend his Declaration in Matter of Form, after a general Issue pleaded before Entry, without paying Costs, or giving Imparance; but if he amend in Substance, then he must pay Costs or give an Imparance; and if he amend in Substance, after a special Plea pleaded, then he is to pay Costs, although he would give an Imparance.

*Narrs a-
mended.*

Declarations which are grounded upon original Writs, if they are faulty cannot be amended; but a Declaration grounded upon a Bill, (as most of the Declarations in this Court are) is amendable if the Bill be not actually filed.

If the Plaintiff's Attorney deliver a Declaration to the Defendant's Attorney, and afterwards doth amend his Declaration, and renders another Copy with the Amendments to the Defendant's Attorney; the Defendant's Attorney is not obliged to receive it, except the Master of the Office, or a Judge order him to receive it, or the Court do order it upon Motion made.

*Declarati-
ons when
delivered.*

In common Practice, your Declaration being written fair in Court-hand, and a Copy thereof taken, the same is to be delivered to the Defendant's Attorney before the Effoin Day, or else you cannot compel him to plead that Term. And if it be not delivered before the Rising of the Court the last Day of the second Term, the Defendant may have Judgement and Costs for not declaring in two Terms; but if you cannot find where the Defendant's Attorney lives, you may Engross and File it, which will be of the same Effect, as if you delivered it; but you are to give Notice thereof either to the Defendant or his Attorney, when you find them.

On the first Day of the following Term, make up your *Rules to* Paper of Rules, writing your Name and the Term on the *plead.* Top, and under that the Names of the Parties, Plaintiff, and Defendant, as *A B. versus C D. &c.* and carry your Paper to the Secondary, who will now give one peremptory Rule to plead in 8 Days: Carry that Paper to the Clerk of the Rules to be entered, and pay him 1 s. 4 d. then remember to call on the Defendant's Attorney for a Plea before the Rules for pleading are out, and it is best to have a Note in Writing, *that you expect a Plea in such a Cause.*

By the Order made by all the Judges, *Anno 12^o Will. 3.* Copy of The Copy of the Declaration is to be delivered by the Attorney for the Plaintiff to the Defendant's Attorney, in *Narrs to be delivered to* stead of the Original: and the Defendant's Attorney is to *the Defendant,* pay for such Copy after the Rate of 4 d. per Sheet Copy-wise, and the Stamp Duty, Upon Pleading any general of Pleas, Issue or general Demurrer to any Declaration, before any &c. Special Plea pleaded, the Plaintiff's Attorney is to deliver to the Defendant's Attorney, a Copy of such Issue, or Demurrer, who shall pay for the same 4 d. per Sheet, &c. And if any Attorney refuse to pay for the Copy so tendered, the Plaintiff's Attorney may leave the said Copy of such Declaration in the Office, with the Clerk that keeps the Files of the Declarations; and thereupon giving Rules to plead, may for want of a Plea sign Judgement. And before any Plea shall be received, the Defendant's Attorney shall pay for the Copy of such Declaration. Also, the Defendant's Attorney not paying for the Copy of such Issue, &c. Judgement may be signed, as if no Plea or Demurrer had been given or pleaded.

Where a Defendant is taken and imprisoned for want of *Declaring* Bail, the Plaintiff before the End of the next Term after *against* the Writ is returnable, may declare against the Prisoner in *Prison vs* the Court, and cause a Copy to be delivered to him or his Goaler, to which Declaration he shall appear and plead, (on Affidavit made of serving the Copy of it;) or else the Plaintiff shall have Judgement as if the Prisoner had not appear'd in Court, or refused to answer or plead to such Declaration.

And in Declarations against Prisoners on the *King's Bench* Process, it shall be alledged in Custody of what Sheriff, &c. (having Return and Execution of Writs) such Prisoner shall be at the Time of the Declaration, which Allegation shall be as effectual as if the Prisoner were in Custody of the Marshal.

A Declaration on a Penal Bill.

Midd. ff. A B. Quer. de C D. alias dict' &c. in Custod' Marr' &c. de placito quod reddat ei vigint' libras bone & legalis Monete Magne Britannie quas ei debet & injuste detinet pro eo videl' Quod cum pred' C. nono die Februarii anno Reg. &c. septimo apud Paroch', &c. in Com' pred' per quandam Billam suam obligatoriam Sigillo ipsius C. sigillat' Cur' que dict' Dom' Regis nunt hic ostens. cujus dat' est eisdem die & anno cognovit se debere prefat' A. decem libr' solvend' eidem A. in & super primum diem Maii tune prox' sequen' post Dat' ejusdem Bille. Et ad eandem Solutionem bene & fidel' faciend' idem C. obligavit se, Heredes, Executores & Administratores suos in pred' vigint' libr' firmiter per eandem Billam. Et pred' A. in facto dicit quod pred' C. non solvit eidem A. pred' decem libr' in & super pred' primum diem Maii quas ei in & super eundem diem solvisse debuit, secundum Formam & Effectum Billæ præd'. Per quod Actio accrevit eidem A. ad exigend' & habend' de prefat' C. pred' vigint' libr' prædictus tamen C. licet sepius requisit' pred' vigint' libr' prefat' A. nondum solvit, sed ill' ei hucusque solvere omnino contradixit, & adhuc contradicit ad Dampnum ipsius A. vigint' librar'. Et inde producit Sectam, &c.

Brooks pro Quer. } Pleg. &c.
Selby pro Def.

If your Bill be without a *Penalty*, then say, Cognovit se debere prefat' A. pred' vigint' libr' solvend' eidem A. Executoribus, Administratoribus vel Assign' suis ad vel super primum diem, &c. prox' sequen' Dat' Bill' Obligatorie pred'. Et ad eandem Solutionem bene & veraciter fore faciend' pred' C. obl' se Hered' Execut' & Administrat' suos firmit' per eandem Billam pred' tamen C. licet sepius requisit' &c.

A Declaration on a Promissory Note, indors'd to another.

Pat' 7. Georgii Regis.

Midd. ff. Johannes C. queritur de Georgio J. in Custod' Marr' &c. pro eo, videlicet quod cum pred' Georgius post primum

primum diem Maii Anno Dom. Millesimo septingentesimo quinto scilicet Vicesimo septimo die Decembris Anno Dom. Millesimo septingentesimo vicesimo apud Parochum Sancti Clementis Daçor in Comitatibus Middlessex predictis fecit quandam Notam suam in Scriptis vocatam a *Promissory Note* manu sua propria adinde subscriptam gerens datam die & anno ultimum supradictum. Et eandem Notam cuidam Edvardo B. adtunc & ibidem delibavit per quam quidem Notam predictam Georgius J. promisit solvere predictum Edvardum B. per nomen Mr. Edvardi B. (anglice Mr. Edw. B.) vel Ordinem Summam sex libras infra duos Menses post datam ejusdem Note existentem pro Valore recepti (anglice *being for Value received*) prout per Notam predictam liquet manifeste. Ac predictam Summam Denariorum in Nota predicta mentionatam vel aliqua inde parcelam eidem Edvardo B. nondum solutam vel satisfactam existentem idem Edvardus B. postea scilicet eodem vicesimo septimo die Decembris Anno Dom. Millesimo septingentesimo vicesimo supradictum apud Parochum predictum in Comitatu predicto per quoddam Indorsamentum inscriptum super Notam predictam adtunc & ibidem factum & indorsatum & manu propria ipsius Edvardi B. adtunc & ibidem subscriptum assignavit Notam predictam prefato Johanni C. ac per eundem Indorsamentum ordinavit & appunctuavit predictum Georgium J. ad solvendum eidem Johanni C. Summam Denariorum predictam in Nota illa specificatam secundum Formam & Effectum ejusdem Note. Unde predictum Georgium J. postea scilicet die & anno ultimum supradictum apud Parochum predictum in Comitatu predicto notitiam habuit Ratione quorundam quidem premissarum nec non vigore Statuti in hujusmodi casu editi & provisum. Idem Georgius J. onerabili debent ad solvendum predictum Johanni C. eandem Summam Denariorum in Nota predicta mentionatam secundum formam & effectum ejusdem Note. Et sic onerabili existens idem Georgius J. in Conspectu inde postea scilicet die & anno ultimum supradictum apud Parochum predictum in Comitatu predicto super se assumpsit & eidem Johanni C. adtunc & ibidem fideliter promisit solvere ei Denarios Summam predictam secundum formam & tenorem Note predictae. Cumque etiam predictum Georgium postea scilicet vicesimo octavo die Decembris Anno Dom. Millesimo septingentesimo vicesimo supradictum apud Parochum predictum in Comitatu predicto indebitum fuisset eidem Johanni in alia sex libras legalis Monetae Magnae Britannie pro tantum Denariis Summa per eundem Johannem pro eodem Georgio & ad ejus instantiam ante tempus illud soluta expensis & erogata. Et sic inde indebitum existens predictum Georgium in Conspectu inde postea scilicet eidem die & anno ultra supradictum apud Parochum predictum in Comitatu predicto super se assumpsit & eidem Johanni adtunc & ibidem fideliter promisit quod ipse predictum Georgium predictum sex libras ultimum mentionatam eidem Jo-

hōni cum inde postea requisit' esset, bene & fidelit' solvere & contentare vellet predi^{ct} tamen Georgius sepeal' Promission' & Assumption' suas pred' eidem Johanni in forma pred' fact' mine duran' sed Machinans & fraudulent' intendens eundem Johannem in hac parte callide & subdole decipere & defraudare pred' sepeal' Denar' summas seu aliqu' inde Denar' eidem Johanni nondum solvit nec ei pro eisdem aliquatit' contentavit (licet ad hoc faciend' pred' Georgius postea scilicet vicesimo Octavo die Febr. Anno D'ni Mill'imo Septingent'imo vicesimo suprad' & sepius postea apud Paroch' pred' in Com. pred' per prefat' Johannem requisit' fuisset) sed ill' ei solvere seu pro eisdem aliquatit' contentare hucusque oīo recusavit & adhuc recusat Ad Dampnum ipsius Johannis vigint' Libr' Et inde product' scilicet &c.

A Declaration in Debt upon a Bond.

Mich. Sexto Georgii Regis,

London ff. Petrus J. Queritur de Peregrin' D. alias dict' Peregrine D. de London Mercat' in Custod. Marr' Marese Dom. Reg. coram ipso Rege existen' de Placito quod Reddat ei Sexcent' libr' Legalis monet' Magne Britannie quas ei debet' & injuste detinet pro eo videlt' quod cum pred' Peregrin' decimo quinto die Augusti Anno Regn' Dom. Georgii nunc Regis Magn. Britannie, &c. Sexto apud London pred' in Parochia hte Marie de Arcubus in Warde de Cheape per quoddam' Scrip' suum obligator' sigillo ips' Peregrin' sigillat' Cur'que dict' Dom. Regis nunc hic Ost'nl' cujus Dat' est eisdem Die & Anno cogn' se teneri & firmit' obligari' prefat' Petro in pred. Sexcent' libr' solvend' eidem Petro cum inde postea requisit' esset pred' tamen Peregrin' licet sepius requisit' &c. pred' sexcent' libr' prefat' Petro nondum solvit sed ill' ei solver' hucusque omnino contradixit & adhuc contradicit ad Dampnum ips' Petri Trigint' librar' Et inde product' scilicet, &c.

N, The *Alias dict'* must be Literatim as in the Bond. And if you declare upon a Sheriff's Bond not assign'd, then say, Cogn' se teneri, &c. A B. &c. ad tunc vic Com. pred. existen' per nomen A B. Ar. Vic Com. &c. pred. But if the Bond be assign'd according to the late Act, you must declare as Assignee of the Sheriff.

Ans.

Another Declaration on a Bond.

Midd. ss. A B. Queritur de C D. alias dict' C D. de Paroch' sci' Clementis Dacor' in Com' Midd. Gen' in Custod' Marr' &c. de Placito quod Reddat ei Centum libras legalis monete Magne Britannie quas ei debet & injuste detinet pro eo videlicet Quod cum predict' C. primo die Maii Anno Regni D'ni Georgii nunc Regis Magne Britannie &c. septimo apud predict' Paroch' sci' Clement' Dacor' in Com' pred' per quoddam Script' suum obligator' sigillo ipsius C. sigillat' Cur' que dict' D'ni Regis nunc hic offens. cujus dat' est eisdem die & Anno cogn' se teneri & firmiter obligari prefat' A. in predict' Centum libris solvend' eidem A. cum inde requisit' esset predict' tamen C. licet sepius requisit' &c. predict' tamen Centum libras prefat' A. nondum solvit' sed ill' ei hucusque solvere o'io contradixit & adhuc contradicit Ad Dampnum ipsius A. viginti librarum Et inde producit scdam, &c.

When the Plaintiff hath declar'd, if his Clerk do not call for an Answer, nor enter the Action in three Terms after the Defendant's Appearance, the Plaintiff may be *Non-suited*. But the Defendant is not obliged to plead till the third Term, where a Copy of the Declaration is not received before the *Essoin* day of the second Term. Then the Plaintiff's Attorney must get the Secondary to give two Rules for Answer: And when the Defendant hath Pleaded, if it be a general Issue, the Plaintiff's Attorney may give Notice of Trial.

A Declaration in Case, sur Assumpsit, for Goods Sold.

London ss. A B. queritur de C D. in Custod. Marr' &c. pro eo videlicet quod cum predict' A. (tali die & Anno) apud Paroch' &c. ad spial' instanc' & requisicon' pred' C. vendidit & deliberavit eidem C. ad opus & usum ipsius C. propr' (tal' Bon.) ad ratam & precium &c. legalis monete hujus Regni predict' C. adtunc & ibidem scilicet die & Anno pred' apud &c. pred. in Consideratione inde super se Assumpsit & prefat' A. adtunc & ibidem fidelit' promisit quod ipse idem C. predict' vigint' Libr' legalis Monete hujus Regni prefat' A. cum inde requisit' esset bene & fideliter solvere & contentare veller' predict' tamen C. Promission' & Assumption' suas predict' m'o curans sed Machinans & fraudulent' intendens eundem A. in hac parte collide & sub-

The PRACTISING ATTORNEY: Or,

dole decipere & defraudare predi& viginti libr' nec aliquem inde Denar' eidem A. non solvit licet ad hoc faciend. predi& C. postea scilicet (tali die, &c.) apud &c. per eund' A. sepius requisit' fuit sed ill' ei hucusque solvere omnino contradixit & adhuc contradic' unde dicit quod deteriorat' est Et Dampnum h'et ad valenc' 20 l. Et inde prodno' sc&am, &c.

In B R. for Goods sold, the Clerks usually lay 3. Narr's, viz. *Indebitat' Assumpsit, quantum valebant, & simul Comp.* And sometimes a *Mutuo dat' & Accomodat'*: And the cause of laying the Declaration so many ways is, that you may be sure to hit on one of the Promises.

A Declaration in Case, Indebitat' Assump. Quantum valebant, & Insimul Comput'.

Midd. ff. A B. queritur de C D. Gen' in Custod' Marr' &c. pro eo videl' quod cum predi& C. primo die Februarii Ann. Reg. Dom. Georgii nunc Regis Magne Britannie, &c. septimo apud Paroch' &c. in Com' Midd. predi& Indebitat' fuisset prefat A. in trigint' libris bone & legalis Monete Magne Britannie, &c. pro diversis Mercimoniis & Merchandiz, eidem C. per eundum A. special' instanc' & requisicon' ipsius C. ante tempus illud vendit' & deliberat' Et sic inde indebitat' existen' ipse predi& C. in Consideratione inde postea scilicet eisdem die & Anno apud Paroch. & Com. predi& super se Assumpsit & eidem A. ad tunc & ibidem fideliter promisit quod ipse pred' C. pred' trigint' libras eidem A. cum inde requisit' esset bene & fidelit' solvere & contentare vellet Cumque etiam pred' C. postea scilicet (tali die, &c.) in Cons. quod pred. A. ad consimiles instanc' & Requisitionem ipsius C. vendit' & deliberat' divers. Mercimon' & Merchandiz. idem C. super se Assump. & eidem A. ad tunc & ibid' fidelit' promisit quod ipse idem C. tant' Denar' summas quant' pred. Mercimon' & Merchandiz. rationabiltr' valerent eidem A. cum inde requisit' esset similiter bene fidelit' solvere & contentare vellet Et pred' A. in facto dic' quod Mercimon' & Merchandiz. ult' mencionat' r'onabiliter valeb' trigint' libr' legalis &c. unde pred' C. post scilicet (eodem die & loco) Notitiam h'uit, Cumque etiam pred' C. postea scilicet decimo die Februarii Anno supradict' apud Paroch' & Com' predi& Computasset cum eodem A. de & concernen' diversis Denar' summis eidem A. per predi& C. ante Tempus illud debui' & ad tunc
arreto

aretro & insolut' existen' (or you may say; Computasset cum eodem Quer' de & concernen' diversis Denar' summis eidem Quer' per prefat' Def. ante tunc debet' pro diversis Bonis & Merchandizis de eodem Quer' per prefat' Def. ante Tempus illud Empt' h'uit & recept') Et super Com'po illo pred. C. adtunc & ibid. Invent' fuit in Arrerag' erga prefat' A. in al. trigint' Libris s'ilis Monete Magn. Britannie Et sic in Arrerag' invent' existen' predict' C. in Consideratione inde postea scilicet eisdem die & Anno apud Paroch. & Com. pred. super se Assumpsit et eidem A. ad tunc & ibidem fidelit' promisit quod ipse idem C. predict' trigint' libras ult' menconar' cum inde postea requisit' esset bene & fidelit' solvere & contentare vellet pred' tamen C. sepeal' Promission' & Assumption' suas predict' in forma predict' fact' minime curans sed Machinans & fraudulent' intendens eund' A. in hac parte callide & subdole decipere & defraudare predict' sepal' Denar' summas seu aliquem inde Denar' eidem A. nondum solvit nec ei pro eisdem aliquatiter contentavit licet ad hoc faciend' predict' C. postea scilicet pred' decimo die Februarii anno supradict' apud Paroch' & Com. pred. per eundem A. requisit' fuit sed ill' ei hucusque solvere seu ei proinde aliquatit' contentare omnino recusavit & adhuc recusat unde idem A. dicit quod ipse deteriorat' est & Dampnum h'et ad valenc' &c. Et inde producit sectam, &c.

An *Indebitas Assump.* is where one is legally Indebted unto another in any certain Sum; the Law creates it. A. *Quantum valebat*, is where Goods, Provisions, &c. are supply'd for the Use of another; and where Goods and Wares are delivered by Tradesmen, at no certain price. And an *Infimus Computasset*, is where the Parties have reckon'd or accounted upon the Matter in dispute.

If your Declaration be for *Money borrowed*, say, *pro eo videlt.*, &c. *Pro Pecuniis per prefat' C. ante Temp. illud de prefat' A. Mutuat' habuit & recept' & adhuc insolut' existen', &c.*

A Declaration on a Quantum Meruit for Cure of a Wound.

Sensu'ion. ff. A B. queritur de C D. in Custod' Marr' &c. pro eo videlt. quod cum predict' A. (tali die & Anno) apud &c. in Com' pred' ad spial' instanc' & requisition' ipsius C. ipsum C. de quodam vulnere in Capite suo tunc existen' curaret super se assumpsit & eidem A. adtunc & ibidem fidelit'

fideli^r promisit quod ipse idem C. tant^r Denar^r sum^r quant^r predi^r A. pro hum^oi Cura vulneris predi^r r^aconabili^r Mercedem eidem A. cum inde postea requisit^r esset bene & fidelit^r solvere & contentare vellet Et predi^r A. in facto dicit quod ipse promission^r & Assumption^r predi^r C. in forma pro^r fact^r fidem adhiben^r postea scilicet (tali Die & Anno) apud, &c. pred^r in Com. &c. pred^r Curavit pred^r C. de vulnere pred^r Et pro Cura ill^r r^ationabili^r Meruit Decem Libras legalis Monete Magn. Britan. & inde atunc & ibidem dedit eidem C. notitiam Cumque etiam predi^r C. postea scilicet eodem die &c. ult^r supradict^r apud, &c. predi^r in Com. pred^r indebitat^r fuisset eidem A. in al^r Decem Libris pro Diversis Medicament^r Emplastris Unguentis ac al^r Mercimoniis eidem C. per predi^r A. ante tunc vendit^r & deliberat^r predi^r usque C. inde indebitat^r existen^r ipse predi^r C. in Considerat^r inde postea scilicet eisdem Die & Anno ult^r supradict^r super se Assumpsit Et eidem A. atunc & ibidem fidelit^r promisit quod ipse idem C. predi^r Decem libr^r cum inde postea requisit^r esset bene & fidelit^r solvere & contentare vellet. Pred^r tamen C. sopal^r Promission^r &c. in forma pro^r fact^r minime curans sed Machinans & fraudulent^r intenden^r eund^m A. in hac parte callide & subdole decipere & defraudare, &c. nondum solvit &c. Unde idem A. dicit quod ipse deteriorat^r est &c. Et inde producit^r sectam, &c.

Note, a *Quantum Meruit* may be brought in any Case where one Man retains another to do any Work, &c. and no certain Agreement is made for the same; the Law implies he shall be paid for it to its Worth.

A Declaration in behalf of an Executor, for Attorney's Fees.

A B. vid^r Exec. Testament^r & ult^r volunt^r W B. Gen^r defunct^r Quer^r de C D. in Custod^r Marr^r &c. pro eo videli^r Quod cum tali Die Anno & loco in Cons. quod pred^r W. in vita sua existen^r un. Attorn. in Cur^r dict^r Dom. Reg. coram ip^r Reg. (eadem Cur^r apud *Westm* in Com^r &c. pred^r C. per spacium trium Terminor^r inter Diem &c. & Diem &c.) prosecut^r fuisset & Defendisset separal^r sect^r in Cur^r dict^r Dom^r Reg^r coram ipso Reg^r (eadem Cur^r ad *Westm* pred^r existen^r) & divers^r. Denar^r summas in & circa sectas ill^r exposuisset & erogasset pred^r C. super se Assumpsit & prefat^r W. in vita sua atunc & ibidem fideliter promisit

misit quod ipse idem C. omnes tant' Denar' summas legalis
 &c. quantum pred' W. extraposuit & erogasset ac etiam
 omnes al' Denar' summas consimilis Monete quas pred' W.
 rationabiliter habere Meritus fuisset pro Justis Feodis suis
 & pro Opere & labore suis per ipsum usitat' & impens' in
 & circa Prosecution' & Defension' sepeal' sectar' pred' eidem
 W. cum inde postea requisit' esset bene & fideliter solvere &
 contentare vellet Et eadem A. in facto dicit quod pred' Die
 & Anno, &c. supradicto apud &c. pred' prefat' W. expo-
 sisset & erogasset summam viginti libr' legalis &c. in &
 circa Prosecution' & Defension' eorundem sepeal' sectar'
 pred' ac adtunc & ibidem rationabiliter habere meritus
 fuisset pro Justis Feodis suis & pro Opere & labore suis
 sic ut prefertur per ipsum usitat' & impens' in & circa
 Prosecution' & Defensionem eorundem sepeal' sectarum sum-
 mam septem libr' & amplius consimilis Monete unde idem
 W. (in vita sua) adtunc & ibidem dedit notitiam pred' C.
 Cumque etiam postea scilicet pred' Die & Anno supradict'
 apud &c. pred' predict' C. Indebitatus fuit prefat' W. in vita
 sua in al' viginti Libr' consimilis Monete pro tant' Denar'
 summa per ipsum W. in vita sua ad special' instant' & re-
 quisition' pred' C. extraposit' in & circa Prosecution' &
 Defension' sepeal' al' sectar' in pred' Cur' ac etiam in al'
 Septem libr' pro Feodo eidem W. in vita sua debitor & pro
 opere & labore ipsius W. per ips' in vita sua usitat' &
 impens' ad consimiles instant' & requisition' pred' C. in &
 circa Prosecution' & Defension' sectar' ult' pred' Et sic inde
 Indebitatus existens pred' C. in Consideratione inde postea
 scilicet eidem Die & Anno ult' mencionat' apud &c. pred'
 super se Assump. & prefat' W. in vita sua adtunc &
 ibidem fideliter promisit quod ipse pred' C. sepeal' Denar'
 summas ult' mencionat' prefat' W. cum inde requisit' esset
 bene & fideliter solvere & contentare vellet pred' tamen C.
 sepeal' Promission' & Assumption' suas pred' minime cu-
 rans, sed Machinans & fraudulenter intendens prefat' W.
 (in vita sua) & eand' A. post Mort' ipsius W. in hac parte
 callide & subdole decipere & defraudare pred' sepeal'
 Denar' summas prefat' W. (in vita sua) aut eidem A. post
 Mort' ipsius W. nondum solvit nec idem W. in vita sua
 seu eidem post ipsius W. Mortem proinde hucusque aliquan-
 tit' contentavit licet ad hoc faciend' pred' C. per prefat'
 W. in vita sua & per eandem A. post ipsius W. Mort'
 scilicet tali Die & Anno &c. apud &c. pred' sepius requisit'
 fuit unde eadem A. dicit quod ipsa deteriorat' est &c.
 Et proferit hic in Cur' eadem A. Literas Testamentarias pred'
 W. per quas satis liquet Cur' ipsam A. fore Executorem Testi'
 pred' W. inde habere Administrationem &c.

A Declaration of Slander, for Words spoken against a Lord.

Midd. ss. Prehonorabilis A. Comes B. un' Procerum & Magnat' hujus Regni Magn' Britann', qui tam pro Domino Rege quam pro Seipso seqr' Quer' de C D. in Custod' Marr' Marefc. pro eo videlicet quod cum idem A. Comes B. (tali die & Anno) & diu antea & continue postea hucusque fuit un' Proc' & Magn' hujus Regni & vocem & locum in Parliament' dicti Dom' Reg. nunc Magn' Britann' ut un' Procerum hujus Regni habuit & adhuc habet prœd' tamen C D. Machinans & Malitiose intendens contra form' Stat' in hu' moi casu nuper edit' & provis. Magnum Scandalum excitare de pred' comitem & al' Proceres & Magnates & al' Subditos dicti Dom' Reg. hujus Regni Magn' Britann' oriri possint pred' die & Anno supradict' apud, &c. in Com' pred' habens Colloquium cum quodam E F. de et concernen' pred' Comite hec falsa ficta Scandalosa & opprobriosa Anglicana verba sequen' in presentia & auditu diversor' dicti Dom' Reg. nunc fidel' Subditorum ad tunc & ib'm falso Malitiose & Scandalose dixit retulit Propalavit & Publicavit, viz. the Earl of B. (pred' Com' innuendo) is a pitiful Man, and no Body will take his Word for any Thing; and Men of Reputation value him (pred' Com' iterum innuendo) no more than I. (Seipsum C D. modo Defendentem innuendo) value the Dirt of the Streets. Quorum quidem falsor' fictor' & Scandalosor' Anglicanor' verbor' diccon' propalacōn' Publicacōn' & Affirmacon' pretextu idem Comes maxim' Honoris & Estimacōn' suor' apud Proceres & Magnates pred' & alios dicti Dom. Reg. nunc Subditos lesione subiit & passus est acetiam Displacencia dicti Dom. Reg. erga prefat' Comitem, necnon Diversa Magna Discordia & Scandala infra hoc Reg. Magn. Britann. inter ipsum Cōm' & diversos alios Proc' & Magn' & alios subdit' dicti Dom. Reg. hujus Regni oriuntur ac indies magis Magisque occasione predicta oriri verisimilia sunt in Magnam perturbacon' Tranquillitatis hujus Regni, &c. in dicti Dom' Reg' nunc contempt' & ipsius comitis Magn' Scandal' & gravamen & cōtra formam Stat. pred'. Ad Dampnu' ipsius Com' qui tam pro, &c. 1000 l. Et inde idem Comes tam pro G H. quam pro Seipso producit Sectam, &c.

In Actions of Scandalum Magnatum, the Plaintiff may prosecute in the Name of the King, and in his own Name; and so he shall recover Damages, and the Defendant be otherwise

otherwise punished: But if the Slander be published in Nature of a Libel, it is punishable by Indictment, Fine, and Imprisonment.

A Declaration in Trespass, for breaking a Man's Close, &c.

Mid. ff. A B. Queritur de C D. in Custod' Marr', &c. de eo quod ipse C. primo die Augusti Anno Regni Dom' Georgii hunc Regis Magn' Britann', &c. sexto Vi & Armis, &c. Clith' ipsius A. vocat, &c. apud, &c. in Com' predict' Fregit & Intravit Et Herbam ipsius A. ad valenciam Centum solid' nuper Crescen' cum quibusdam Averii videlt' Equis vaccis Porcis & al' Bidentib' depast' fuit conculeavit & consumpsit Transgr' predict' quoad predict' Depast' conculeacon' & consumpcon' Herbe predict' A. predict' primo die Augusti Anno sup' dict' usque Primu' diem Octobris extunc prox. sequen' divers' diebus & vicibus continuando Et alia enormia ei adtunc & ib'em intulit ad grave Dampnum ipsius A. Et contra Pacem dict' Dom. Regis nullo unde idem A. dicit quod deteriorat' est Et Dampnum het' ad valenc' quadraginta Librar' Et inde producit Sectam, &c.

A Declaration in Assault and Battery.

South'ton ff. A B. Queritur de C D. in Custod' Marr', &c. de eo quod ipse C. primo die Maij Anno Regni, &c. Vi & Armis videlt' Gladiis Baculis & Cultellia in ipsum A. apud, &c. Insult' fecit & ipsum verb'avit Vulneravit & Malettractavit ita quod de vita ejus Maxime desperabatur Et al' Enormia ei adtunc & ib'm Intulit contra pacem dict' Dom. Regis nunc ad Dampnum ipsius A. viginti Librar' Et inde producit Sectam, &c.

For Battery and Imprisonment, say, — Insult' fecit & ipsum A. verberavit Imprisonavit & Malettractavit & ipsum predict' A. in Prisons sine aliqua r'abili Causa contra volunt' ipsius A. & contra Legem hujus Regni per magnum Tempus, (viz.) per Spacium duor' dierum continuavit & custodivit Et alia Enormia Intulit, &c. ad Dampnum, &c.

A Declaration for a violent Assault and Battery.

South'ton ff. A B. Queritur de C D. in Custod' Marr', &c. de eo quod ipse (tali die & Anno) Vi & Armis, (viz.) &c.

The PRACTISING ATTORNEY: Or,

in & supra eundem A. apud, &c. in Com. pred. Intulit fecit ipsumque A. ad tunc & ibidem verberavit Vulneravit & Maletraxavit ac unum istum tam violentum in Capite ipsius A. incussit quod idem A. vi istus illius in Terram deiecit fuit ipsumque A. super Terram ibidem jacentem tot ac tantis ictibus verberavit tam pedibus suis calcitans super ventrem quam Manibus suis super latera Percutiendo quod idem A. pro Mortuo jacebat ac ratione istum pred. per Magnum Tempus videlicet per Spatium trium Mensium tunc prox. sequen. exortibus Laboravit & in Maximo Periculo vite sue Amissionis remansit Et alia Enormia eidem A. ad tunc & ibidem Intulit contra pacem, &c. ad Dampnum, &c.

Trespass against the Person of a Man may be divided into several Kinds: As Menacing or Threatning; Assaulting or Setting upon another to beat him; Battery, where one doth actually beat another; Maiming, where one doth take from another the Use of his Limbs; Imprisonment, where a Man is restrained from his Liberty. Then there is *Trespass* against a Man's Goods, &c. his Wife, Children, Servants, Horses, Beasts, Poultry, Fish, &c. and also Lands, Houses, Trees, Grass, &c.

If one threaten to beat me whereby I dare not follow my Business, and I have Loss thereby, I may have this Action. If a Person strike at me, or hold up his Weapon to strike me, being within his reach, or thrust or cast Stones at me, tho' he does not hit me, or throw Drink in my Face, &c. for any of these Action will lie.

A Declaration in Trover and Conversion.

A. B. Queritur de C. D. in Custod. Marr', &c. pro eo videlicet quod cum predict' A. (tali die & Anno) apud, &c. in Com. predict' Possessionat' fuit de Bonis & Catallis videlicet (naming the Goods) ad valens 40 L. ut de bonis & Catallis suis propriis Et sic inde Possessionat' exister' idem A. postea scilicet predict' die, &c. Supradicto apud, &c. predict' in Com. predict' Bona & Catalla il' extra Manus & Possession' suas casualiter perdidit & amisit que quidem Bona & Catalla sic Amisit. postea scilicet predict' die, &c. supradict' apud, &c. predict' in Com. predict' ad Manus & Possession' predict' C. per Invencon' devenit pred. tamen C. sciens Bona & Catalla predict' fore Bona & Catalla ipsius A. propr' & ad ip'm A. de jure spectare & pertinere Machinans tamen

tamen & fraudulent' intenden' eundem A. in hac parte cal-
lide & subdole decipere & defraudare Bona & Catalla
predict' licet sepius requisit' fuisset eundem A. non delibera-
vit sed Bona & Catalla pred' postea scilicet die, &c. apud,
&c. in Com' pred' in nium suum proprium convertit &
Disposuit ad Dampnum ipsius A. 60 l. &c. Et inde, &c.

Trover and Conversion is a special Action of the Case, and
lies against a Man who has got the Possession of Goods of
another, and refuses to deliver them upon Demand; and
where *Detinue* may be brought this Action will lie. It is for
Recovery of the Things and Damages for the Conversion:
The Demand and Denial is necessary to prove the Conver-
sion: And the Things must be set down in the Declaration,
but the Time of Conversion is not needful.

In this Action the Defendant cannot Wage his Law.

A Declaration in Replevin.

Sententia ff. A B. sum' fuit ad Respond' C D. de Placito
quare Cepit averia ipsius C. & ea injuste detinuit contra
Vad' & Pleg' &c. Et unde idem C. per E F. Attorn' su-
queritur quod predict' A. primo die Maij Anno Regni Dni
Georgij nunc Regis Angl. &c. sexto apud, &c. in Com'
predict' in quodam loco ibi vocat' &c. Cepit Averia ipsius
C. videlicet duos Boves & tres vaccas & ea injuste detinuit contra
Vad' & Pleg' quousque, &c. Unde predict' C. dicit quod ipse
deteriorat' est & Dampnum her' ad valent' 30 l. Et inde
producit Sectam, &c.

A *Replevin* is grounded on a *Distress*, and is a Remedy
provided that the Thing may remain with the first Possessor,
upon his Security given, 'till the Right of Distraining be
made to appear: And the Party suing it, gives Security to
pursue the Action and return the Goods, Cattel, &c. again,
if the Taking be adjudg'd lawful.

By Stat. 2 W. and M. where Goods are *distrain'd* for
Rent, and the Tenant shall not in 3 Days after notice Re-
plevy the same, the Person distraining with the Sheriff,
Constable, &c. may cause them to be Apprais'd and Sold
to satisfy the Rent.

And by 8 Ann. where Goods are fraudently convey'd from
an Estate, they may be taken in *Distress* in 3 Days where-
soever found.

Note, A *Distress* may be taken for Part of the Rent, where
the Goods are not sufficient to satisfy it, and an *Action of
Debt* for the Remainder; whereby both the Goods and Per-
son are made liable.

A De-

A Declaration against an Attorney of the Court.

South'ton ff. A B. Queritur de C D. Gen' un' Attorn' Cur' Dni' Regis coram ipso Rege presen' hic in Cur' in propr' Person' sua pro eo videlt' quod cum, &c.

Upon a *Latitat* in *B. R.* you may declare against the Defendant in several Actions; But in *C. B.* you must have for every Action one Original.

Of Pleas, Demurrers, Traverses, &c. in B. R.

Pleas, &c. *what.* Pleadings are all the Matters which come after the Declaration, as well on the Defendant's as the Plaintiff's side, until the Issue in Law or Fact is joined. A *Demurrer* is where the Defendant saith, That the Plaintiff's Declaration is not sufficient for him to answer to: Or, when the Defendant pleads and the Plaintiff alleges Insufficiency in the Plea, but the Defendant says, 'tis Good; which is submitted to the Court. And a *Traverse* is a Denial of something charg'd before, and is made by the Words *absque hoc*, &c. either as to the Matter or the Manner, or of the Day and Year, or Place alleged:

General and Special.

All Pleadings must be in Latin; and are *General* or *Special*. A general Plea is commonly made on a little Piece of *z d.* stamp Paper, without Council's Hand, only the Defendant's Attorney's Name to it, as in Case, thus:

Non Assumpsit per A B. fol. 18.— Or Non Cul. in Trespas. Nil Debet, in Debt. Non est Factum, in Debt by Bond, &c.

In Abatement and Bar.

Special Pleas are drawn up in Form, setting forth the Matter pleaded at large, with an apt Conclusion to the Declaration or Action; and must be signed by Council, or they will not be received: They are of two sorts, Pleas in *Abatement*, and in *Bar*. And in Personal Actions, as Debt, Account, &c. a Bar is perpetual; because the Plaintiff cannot have an Action of a higher Nature, but his only Remedy is by Error or Attaint: In a real Action, if the Defendant be barred, by Judgement upon Verdict, on Demurrer, &c. he may commence an Action of an higher Nature, and try the same Right again.

In

In good Order of Pleading, a Man must plead. 1. To the Order of Jurisdiction of the Court. 2. To the Person; first of the Pleading. Plaintiff, and then of the Defendant. 3. To the Count. 4. To the Writ. 5. To the Action. And if the Defendant misorder any of these, he will lose the Benefit which the Law allows him.

It is a Rule in Law, that every Plea ought to answer the Matter which is charged upon the Defendant in the Declaration; and if Part of the Case be omitted, the Defendant may shew the Omission. The Conclusion of a Plea or Replication, is a Summary of the Pleader's Prayer, which is to be congruous with the Matter precedent; and the Plaintiff's Replication must answer not only the Substance of the Defendant's Plea, but the Conclusion is to be opposite to the Conclusion of it.

A Plea in Abatement is very often meerly Dilatory; for it does not destroy the Action, but only stop it till the Obstacle is removed, in Case of Defects, as to Excommunication, &c. On Misnomer, or naming the Defendant Executor when Administrator, the Plaintiff may have a new Action without paying Costs; and yet these are Causes of Abatement, which may be pleaded in many Case; as to Names, Additions, Death, Coverture, Infancy in Plaintiff or Defendant, other Action depending, Privilege, &c. Pleas in Abatement.

A Plea in Abatement of the Writ ought not to be received after the Defendant hath Imparled; for by imparling he admits the Writ to be good; yet if it be received, and the Plaintiff doth demur to it, the Demurrer is good. The Attorney for the Defendant must be cautious how he rejoins to the Plaintiff's Replication; the usual Way is to demur to the Replication, and then the Judgement can be but a *Respondeas Ouster*, whereupon the Defendant shall plead another Plea.

A Plea in Abatement is to begin, *Quod Des' ad Billam, &c. General Respondere non Debet* — and conclude to the Declaration, Plea in thus. *Unde per' Judicium de Bill. (or Nar) pred' Et quod Billa Abatement' illa Cassetur, &c.* If the Plaintiff be an Alien, say, *Unde per' Judic' si pred' A B. ad Bill' pred' respondere Debeat, &c.*

Et pred' Thomas per C D. Attorn' suum ven' & Defend' Misnomer Vim' & Injur' &c. Et per. Judic' de Bill' pred' quia dicit pleaded. quod ipse pred' Thomas Nominatur & Vocatur per Nomen, &c. Et per ead'm Nomen & Cognomen tempore Nativitatis sue hucusq; semper cogn' & vocat' fuit & non per nomen Thoma A. prout in Bill pred' superius nominatur. Et hoc parat' est verificare, unde Per. &c.

Replica-
tion.

Et pred' Will'us B: dicit quod per aliqua per pred' T^{em}. superius Placitando allegat' Billa sua pred' cassari non debet, quia dicit quod idem T. Nominatur & Vocatur & die Exhibitionis Bille pred' nominat' & vocat' fuit tam per nomen T A. quam per nomen, &c. & hoc per' quod Inquiratur per Patriam, &c.

If the Defendant's Attorney rejoins to the Replication, and the Plaintiff joins Issue, if it be found against the Defendant, the Judgement is final; and therefore the Attorney for the Defendant must be wary in these Cases.

Pleas in
Bar.

In a *Plea in Bar*, the Defendant in the Beginning says, *Quod Quer acc' dem suam versus eu' habere seu manu tenere non Debet*, and concludes to the Action, viz. *Pet' Judiciu' si acc'onem suam vers. eum habere seu manuten' debeat*, &c.

A *Plea in Bar* may destroy the Plaintiff's Action, for ever; as if the Defendant pleads a general Release, &c. And a *Plea in Bar*, is an Objection to the Plaintiff's Action, shewing some Cause why he ought not to have the same; It is either Peremptory and Perpetual, and totally destroys the Action of the Plaintiff; or it is Temporary; and bars it only for some Time.

If the Defendant can have no Advantage in Pleading in Abatement, or by demurring in Law, he may afterwards plead in Bar; and before he pleads any special Matter in Bar, he may plead in general, 1. A Release or Defeazance. 2. An Acquittance. 3. Acceptance of other Things: 4. Tender of Amends. 5. Concord or Accord. 6. Arbitrament. 7. *Auterfoits Bar* by former Judgement. 8. The Statute of Limitations. 9. Disability of the Plaintiff. 10. Privilege of the Defendant, or other Matter; for several Matters pleadable in Abatement may be also pleaded in Bar.

Auterfoits
Bars.

The *Plea of Auterfoits Bar*, is a *Plea* of the like Nature with a *Plea in Bar* by former Judgement or Recovery. If Debt be brought on any Contract without Specialty, in which Wager of Law lies, 'tis a good *Plea* that the Plaintiff brought another Action for the same, wherein the Defendant waged his Law, and barred the Plaintiff. So it is in Action of the Case for the same Debt before, and recovered therein: And so in Case of Words, where the Defendant pleads a former Action brought for the same Words, and Verdict and Judgement thereupon.

Uncore
Prift.

Uncore Prift is also in the Nature of a *Plea in Bar*, and used by a Defendant to save the Forfeiture of his Bond, being sued for a Debt due at a Day past; That he tendred the Money at the Day and Place, and that there was none there

there to receive it, and that he is now also ready to pay the same. This will save the Defendant from the Penalty of his Obligation; and if now the Plaintiff refuses to receive the Money, but takes Issue upon the Tender, and it be found against him, he loseth his Money for ever.

In case of a single Bond, or Statute, or of a Recognizance acknowledged with a Defeazance for Payment of Money, there Tender and Refusal bars the Party for ever to recover it; and in this Case, the Defendant need not plead Uncore Prist: And so it is of a Bond with Condition to do a Collateral Act, as to stand to an Arbitrament, &c.

A *Protestando* is a Plea made use of to avoid double Pleading; it prevents the Party that makes it from being concluded by the Plea he is about to make, that Issue cannot be join'd upon it; and it is also a Form of Pleading, where one will not directly affirm or deny any Thing alledged by another or himself. In the first Case, it is where a Man pleadeth a Thing which he dares not directly affirm, or that he cannot plead for fear of making his Plea double; as in Title to Land by two Descents, the Defendant must plead one of them, and put the word *Protestando* instead of *Dicit*, as to the other, that such a one Died seized, &c. And in the last Case, when one is to answer to two Matters, and by the Law he ought to plead but to one, then in the Beginning of his Plea he may say *Protestando*, that such Matter is not true, and then adds to his Plea, *pro Placito dicit*, &c. and so he may take Issue upon the other Part of the Matter.

Averments are of two Sorts, general and particular: A general Averment is the Conclusion of every Plea, Bar, or Replication, &c. containing Matters affirmed, which ought to be averred by these Words, *Et hoc paratus est Verificare*, &c. A particular Averment is where a Thing is specially allow'd, as where the Life of a Tenant for Life, &c. is Averred: So of the Age of a Person, or that Places, Sums of Money, and Persons named are one and the same. The Use of an Averment is to ascertain that to the Court which is generally or doubtfully alledged. But Averment doth not lie against a Record; nor of a Thing directly contrary to the Condition of a Bond; or where no Traverse can be taken.

If one will take a *Traverse* to a Declaration, he ought to traverse that Part of it, the Doing whereof will make an End of the Matter for which the Plaintiff declares. Where the Defendant hath confessed, or given a particular Answer in his Plea to all the material Matters contained in the Declaration,

claration, there he need not take a Traverse; for when the Thing is answered, there needs no further Denial. And tho' in some Cases it's said there may be a Traverse upon a Traverse; yet one Traverse is enough to make a perfect Issue.

Puis Darr. The Plea *Puis Darrain Continuance*, is sometimes in Abatement, and sometimes in Bar; and is where any Thing happens pending the Action, as that the Defendant dies, A Woman takes Husband, an Acquittance is given, the Plaintiff enters, &c. This Plea may be pleaded at any time after Issue, and before Verdict. But a Man shall not have a Plea *Puis Darrain Contin.* unless such a Plea could not be made at the time of the first Plea: And a Person shall have but one Plea of this kind.

Demurrers. After a Defendant has pleaded in Abatement, and before he pleads directly in Bar, he may *Demur* to the Count or Declaration; for when he is advised that the Declaration is insufficient in Law, as that the Fact is imperfectly set forth, or will not maintain an Action, &c. he may Demur thereto, and refer the Points of Law that arise thereupon to the Judgement of the Court; which determines all Questions of Law as Juries do Facts.

General and Special. Demurrers are either *General* or *Special*; General, without shewing any Cause, but only, *Quod breve vel Nar. vel Placitum, &c. Materiaque in eod'm contenti' minus sufficiens in Lege, &c.* A special Demurrer is where the Causes of Demurring are particularly set down. And Demurer may be by the adverse Party, to the Writ, Count, Declaration, Plea, Replication, &c. It is likewise sometimes to the Evidence at a Trial, Bills of Exception, Challenges of Array, &c.

In general Demurrers, the Causes are shewn in general thus; *Quod Placitum, &c. est repugnans, duplex, incertum, & caret forma, &c.* By the Stat. 4 & 5 Anna, the Causes of Demurrer are to be particularly set down: And Want of Form is Cause of a Special Demurrer; but for Want of Substance a general Demurrer will still suffice.

Judgement on Demurrers. All Demurrers alledge Insufficiency in the other Parties Declaration, Plea, &c. and if Special, say that it ought not to be answered for such and such Causes, and therefore pray Judgement: And if the Matter be found insufficient, Judgement is against him that join'd in Demurrer; but if it appear sufficient, Judgement is given against the Demurrant. If the Demurrer be sufficient, and the other Party will not join therein, Judgement may be had against him by *Nihil dicit.*

The Court will not allow of a Demurrer to delay Proceedings, or to put off a Trial; but will give Judgement against the Party for his frivolous Demurrer. If the Points

on

on a Demurrer are apparent and easy to determine, the Court will proceed to give Judgement upon it presently; but if it be doubtful or difficult, they will take time to consider of it, and give a Day to the Parties. And sometimes all the Judges of England are consulted.

No Repleader is allowed after a Demurrer, without Consent of both Parties. After issue is joined, which admits the Pleadings to be good, neither of the Parties can demur without Consent of the other, where the Issue goes to the whole. A Demurrer once entered cannot be waved without Consent, and Leave of the Court.

As to Pleading in General, in Abatement and Bar; when you plead to the Jurisdiction of the Court, you say, that the Place in question is within such a Liberty. Disability of the Person; that the Plaintiff is an Alien, Outlawed, Excommunicate, &c. Writs, Variance between the Original and the Specialty, Declaration, &c. For that the Writ and Narr. are not Warranted. Death of Parties, That one of the Defendants died before the Writ, with Replication and Issue thereon; the Death of one Joint Tenant in Trespass. Coverture, that the Party (Woman) was married at the Time of the Writ Purchased. Release, For that the Plaintiff discharged Part of the Debt, after the Original Purchased, &c. Another Action depending; Replication by Fraud, &c. Rejoinder that it is *vere & juste*, and Traverses the Fraud; Sur-rejoinder and Issue upon the Fraud and Covin. To the Action, that the Bill is in Case, and ought to be in Account, &c. Privilege, for that the Defendant is one of the Clerks in Chancery, &c.

A Replication, is an Exception made by the Plaintiff to the Defendant's Plea or Bar: And herein the Plaintiff ought not to depart from his Count or Declaration. When the Replication doth neither Confess and Avoid, nor Traverse the Matter of the Bar, it is naught, and the Defendant may Demur to it. Sometimes a faulty Bar is made good by Replication.

A Rejoinder, is the Defendant's Exception or Answer to the Plaintiff's Replication. If the Defendant depart from his Plea pleaded in Bar, the Rejoinder is not good: Also the Defendant is not to rejoin in such Words as are not contained in the Replication or Plea. When the Defendant in Rejoinder Pleads new Matter, he may conclude, *Et hoc paratus est verificare*, for he ought to give the Plaintiff Liberty to come in with a Sur-rejoinder, and answer to it.

A Sur-rejoinder, is a second Defence of the Plaintiff's Declaration, and answers the Rejoinder. If the Defendant

makes an Answer to the Plaintiff's Rejoinder, that is called a *Rebutter*: And the Plaintiff's Reply thereto is called a *Sur-rebutter*; and after all these there may be a *Demurrer*, and a *Joinder* in *Demurrer*.

*Directions
for all
Pleas.*

The *Plea* of every Man is most strongly taken against himself. The Court will not direct any Person how to plead, though the Matter be difficult; because Counsel is to Advise how to plead, and the Court is only to judge. Every *Plea* must be an issuable *Plea*, that it may be triable; and is to be direct, and pertinent, and not by Way of Argument. Pleas which only amount to the General Issue are not to be allow'd; but the General Issue is to be entered. The *Plea* must answer all the Matter in the Declaration, or the Plaintiff shall have Judgement. In many Cases general Pleadings are allowed, and the Particular shall come on the other side; as of Covenants, the Defendant may generally Plead Performance of all, &c. *Surplusage* will never make a *Plea* vicious, but where it is contrary to the Matter before. All Pleas ought to be single and certain; for a double *Plea* will not be allowed. Where a Thing rests in a Man's own Notice, he must Plead it particularly. A general Allegation sufficeth, where one comes in by Act of Law: And a general *Plea* is good, where the Matter is infinite. All implied Circumstances need not be express'd in the *Plea*; but when any special or substantial Matter is alledged, it ought to be specially Answered. General Estates in Fee simple, may be generally Alledged; but the Commencements of Estates in Tail, and other particular Estates must be shewed. When a Count, Declaration, Bar, Replication, &c. are Defective, as to Time, or Place, it may be helped and made good by the Pleading of the Adversé Party: But if it be insufficient in Matter, it cannot be helped. Where the Defendant pleads a dilatory and frivolous *Plea*, the Court will order him to Plead such a *Plea* as he shall stand to, or to accept of a *Demurrer* to argue the *Plea*. When a dilatory *Plea* in Abatement is over ruled, there shall be a *Respondeas Ouster*, unless an Issue be joined upon it; But upon over-ruling of a *Plea*, pleaded in Bar, Judgement shall be given against the Defendant, for such a *Plea* is peremptory. Affirmative Pleas, ought to conclude, *Et hoc paratus est verificare*; where the Defendant Pleads to the Issue, the Conclusion shall be, *Et de hoc ponit se super Patriam*, and if the Plaintiff pleads, *Et hoc petit quod Inquiratur per Patriam*; if you plead to the Action, you must demand Judgement, *si Accon'*, &c. and sometimes a Man is to Plead *Et sic*, &c. as in Debt upon

upon an Obligation ; *Et sic non est Factum* ; or *Et sic nil Debet*, &c. on Payment.

These are the General Rules of Pleading ; to which I am Rules for to add, That a Plea may be amended upon Leave of the Pleading Court, if it be but in Paper and not entered upon Re- in all Cases. cord, on Payment of Costs : And if the Plaintiff alters his Declaration, after the Defendant hath pleaded to it, The Defendant of Course may alter his Plea. Where a Plea is pleaded, and the Issue entered, and the Record made up to be tried at the Assizes, the Defendant cannot amend his Plea, without the Consent of the Plaintiff and Order of Court. By 4 and 5 Annæ, the Tenant or Defendant in any Action, &c. with Leave of the Court, may plead as many several Matters thereto as they shall think fit : But if such Matters, upon a Demurrer, be adjudg'd insufficient, Costs shall be given at Discretion of the Court. Costs shall be likewise given on a Verdict, upon any Issue, for the Plaintiff ; unless the Judge certify the Defendant had probable Cause to plead such Matter. A Man can never plead any Thing afterwards, which he might have pleaded at first : If a Man have a Release, and an Action is brought against him, he cannot after Pleading the General Issue, make use of this Release ; but he may at the *Nisi prius* plead a Release, *post ultimam Continuationem Placiti*, made after Issue-joined : But if it be made after Verdict, and before Judgement, it may not be pleaded, but *Audita Querela* is to be brought upon it. An Attorney is to set his Hand to a General Plea, and pay for the Entry of it in the Plea-Book, or Judgement may be Entered for want of a Plea. A Foreign Plea is to be put in upon Oath of the Defendant.

If there be Special Pleadings in any Action by either Par- Rules to ties, the Secondary will give Rules to Reply ; and if the Reply, Re- Defendant come to Issue, or there be a Demurrer, the join, &c. Pleadings are to be given to the Clerk of the Papers, who gives a Rule in the Margent of the Book for the Defendant to Rejoin, &c. and he is paid for making up the Book. Special Pleas are left with the Clerk of the Papers ; and when you are for the Plaintiff, you must take a Copy from the Clerk of the Papers of such Special Plea or Demurrer, for which you pay 6d. per Sheet, and put in your Replication, and then carry your Declaration to him, and he will make up the Paper Book, and write a Rule on the side thereof.

This Paper Book is to be delivered to the Defendant's Paper Attorney, and you are to call for it at the End of four Books, Days made up.

Days to be entered; and he must pay you for entring his Warrant of Attorney, and 10 *d.* per fol. for his Pleadings, &c. If the Defendant doth not receive the Paper Book, and return it to be entered in four Days, then a *Non Prof.* may be entered. After the Rule to return the Paper Book is out, you may refuse to accept it without a New Rule, (unless it be within one Day after;) but then you may detain it four Days more Inclusive.

Ingross'd,
&c.

Paper Books and Demurrers, after they are returned, must be Engrossed on a Koll, and made a Record, which is to be brought into Court, whereupon a Rule is drawn up, and the Cause set down to be Argued; and then the Books are made up for the Judges, upon which the Council argue the Matters.

Entry of a Non Prof. ad Barram.

Qui ad veritat' de infra content' dicend' electi Triar' & Jurat' fuer' ac ad Barram hujus Cur' de veredicto suo de & super Premiis reddend. inter se communicand. recesser' & postea ad eandem Barram pro veredicto suo in hac parte reddend. reverter' super quo pred' Quer' solempniter exact' non ven' nec est prof' Billam suam infrascript' Ideo, &c.—
The Postea is to be continued as in others usque.

A Non Prof. on an Action by Latitat.

A B. Arrestat' fuit ad Sectam C D. virtute Brevis de Lat' ret' coram Dom. Reg. apud *Westm.* &c. Et pred' C. tunc & ibidem protulit in Cur' Dom. Reg. hic quandam Bill' sua' vers' pred' A. in Custod' Marr' &c. de Placito Transgr' &c. Quam quidem Bill. idem C D. vers' pred. A. postea non est Prof. Ideo adjudicantur eidem A. pro Mis. & Custag. suis per ipsum in hac parte appor' 40 s. Juxta formam statuti, &c.

A Non Prof. for not Declaring.

A B. Arrestat' ad sect' C D. personal' comparuit cor' Dom. Reg. apud *Westm.* die &c. prox. post Et quia pred' C. non Narravit vers' prefat' A B. infra tres Dies ex tunc prox. sequen' Ideo juxta form. Stat' adjudicant eidem A. per Cur' Dom. Reg. 12 s. pro Mis. & Custag. &c.

A Non

A Non Prof. for want of a Replication.

Et super hoc pred' Def' petit quod Quer' ad Pl'itum ipsius Def. Replicaret super quo Dies dat' est &c. per Cur' dict' Dom. Reg. nunc hic prefat' Quer' ad Replicand' ad pred' Pl'itum pred' Def' &c. Et pred' Quer' licet solempnit' exact' non ven' nec ad pl'itum pred' Def' Replicavit nec est Billam suam pred' ver' eundem Def. ulterius Prosecut'. Ideo Conf. est per Cur' hic quod pred' Quer' nil caperet per Bill. sua' pred' sed quod ipse & pleg. sui de prof' scilicet &c. sunt in mi'a Et pred' Def' eat inde sine Die &c. Et ult'ius Conf. est quod pred' Def' recuperet vers. pred' Quer' 3 l., pro Mis. & Custag. suis per ipsum circa Defensionem suam pred' in hac parte sustent' eidem Def. per Cur' Domini Regis nunc hic juxta formam statuti in hu'm'oi Casu inde super Edit & provis. adjudicat' Et idem Def. h'eat Executionem, &c.

A Nolle Prosequi, by a Plaintiff, after Issue.

Postea scilicet tali Die & Anno ven' hic in Cur' pred' Quer' per Attorn' suum pred' & fatetur se hic in Cur' ulterius Nolle Prosequi vers. prefat' Def' in Placito pred' Ideo idem Def. eat inde sine Die, &c.

Judgements on *Not. Prof.* must be drawn up, and Costs sign'd by the Master, as those by Confession, *Nil Dicit*, &c.

A Demurrer to a Replication, on a Sci. Fac.

Et pred' Johannes I. dic' quod placitum pred' predcar' Georgii & Franci' superius Replicando plitat' materiaque in eod'm cont' minus sufficien' in Lege exist' ad ipsum Johannem I. ad Bre' de Scire fac' pred' Respondere compelland' Ad quad' quidem Pl'itum modo & forma pred' sup'ius plitat' idem Johannes I. necesse non heat' nec per Legem tre' tenetur aliquo modo Respondere Et hoc parat' est verificare Unde pro Defectu sufficien' Replicac'on' ipsor' Georgii & Franci' in hac parte idem Johannes I. (ut prius) petit Judiciu' de pred' Br'is scire fac' Et quod Bre' illud Cassetur, &c.

J. CHESHIRE.

The Joinder in Demurrer upon it.

Et pred' Georgius & Fran'cus dicunt, quod pred' Pl'itum per ipsos Georgium & Fran'cum modo & forma pred' superius Replicando plitat' materiaque in eadem content' bon' & sufficien' in Lege existunt ad ipsum Joh'em J. ad Br'e ipsorum Georgii & Fran'ci de Scire fac' pred' respondere compellend'. Et quod quidem Pl'itum Materiamque in eod' content' iidem Georgius & Fran'cus parat' sunt verficar' & probare pro ut Cur' &c. Et quia pred' Joh'es J. ad Pl'itum ill' non respond' nec ill' hucusque aliqualic' dedit, Iidem Georgius & Fran'cus petunt Judicium & Execution' suar' versus pred' Joh'em J. de Debito & Dampn' pred' virtute Recogn' pred' sibi adjudicari, &c. Sed quia Cur' dicti Domini Regis nunc hic de Judic' suo de & super premis' reddend' nondum advisat' dies inde dat' est partibus pred' cor' Dom' Reg' apud Westm' usque diem.—de Judic' suo de & super premis' Audiend' eo quod Cur' dict' Dom' Reg' nunc hic inde nondum, &c.

See more of *Pleas*, in the following Head of *Issues*, &c.

Of Issues, and Records, in B R.

*Issue, when
arises.*

When there arises on the Pleadings an Affirmation on the one Part, and a Denial on the other Part, then there is an Issue, which is to be tried by the Country. And when a Plea is pleaded to the Declaration, and the Plaintiff's Attorney sets his Hand to the Plea, then is the Issue join'd: And such an Issue, tho' only in Paper, and not ingrossed, cannot be waved but by Consent of both Parties.

*Issue joir-
ed.*

But if an Issue be so joined, and the Plaintiff neglects to enter it the same Term, the Defendant may within the first five Days of the succeeding Term alter his Plea, and plead *de Novo*. And if the Defendant gives the Plaintiff a Rule to enter his Issue, the Plaintiff must bring the Record into the Office within four Days after Notice, if the Action be laid in *London* or *Middlesex*; and if it be in the Country, he must bring it before the *Continuance-Day* of that Term; or a *Nonsuit* may be entred.

*Pleas to
Issue.*

When the Defendant pleads, and the Plaintiff replies and denies the Plea, the Defendant is to make up the Issue; for by the Plaintiff's Replication a new Issue is rendred. Where there is an Issue to part, and a Demurrer to part, the Trial of the Issue may be before or after the Arguing the Demurrer, at the Election of the Plaintiff. And if there are two Issues join'd, one good and one bad, this is

erro-

etronous for both, and the good Issue is vitiated by the bad one, where entire Damages are given upon both Issues; but it is otherwise if the Damages be several.

After a Special Plea, the Defendant's Attorney, at any Time before he sets his Hand to consent to the Entry of a Special Issue, may plead the General Issue, and wave such Special Plea as he has pleaded.

If you have an Issue to make up in *Hillary Term* from a *How to* Declaration of *Michaelmas*, or some other preceeding Term, make up you are to write in Court-Hand at the Top of your first *Issues*. Sheet of Paper thus:

De Term' sc'i Hillarii Anno Regni D'ni Georgii
nunc Regis Magn' Britann' &c. primo.

Holt & Ventris.

South'ton ff. Memorandum quod alias scil' Term' Sanct' Mich' &c. ult' preterit' cor' Dom' Rege apud Westm' venit A B. per C D. Attornatum suum, & protulit hic in Cur' dict' Dom' Regis tunc ibid' quandam Billam suam versus prefat' E F. in Custod' Marr' &c. de Pl'ito Debit' &c. Et sunt Pleg' de prosequend' scilicet Johannes Doe & Richardus Roe, quæ quidem Billa sequit' in hæc verba ff. *South'ton* ff. A B. Queritur de E F. in Custod' Maresch' Dom' Reg' coram ipso Rege existen' de Placit' Deb' &c. (*here set forth the Declaration verbatim,*) Et inde produc' Sc&am, &c.

(*Then with a new Line enter your Imparlance thus.*)

Et modo ad hunc Diem scilicet diem, &c. (*the first Day of the Term Issue is entered*) isto eodem Termin' usque quem Diem pred' E F. habuit Licentiam ad Billam pred' Interloquend' & tunc ad Respondend' &c. coram Dom' Reg' apud Westm' ven' tam pred' A B. per Attorn' suum pred' quam pred' E F. per G H. Attorn' suum Et idem E F. Defend' Vim & Injur' quando &c. Et dicit quod ipse non debet prefat' A B. pred' Sum' &c. nec aliquem inde Denar' modo & forma prout idem A B. superius versus eum querit' Et de hoc pon' se super P'riam Et pred' A B. silit' &c. Ideo ven' inde Jur. coram Dom' Reg' apud Westm' die, &c. Et qui nec, &c. ad Recognition' &c. quia tam, &c. Idem dies dat' est partibus pred' ibid', &c.

If the Defendant plead not Guilty in *Trespass*, then after quando, &c. say, Et dicit quod ipse non est inde culpabilis. In *Case*, Et dicit quod ipse in nullo est cul' de premiss' superius ei imponit' prout A. superius vers. eum Querit. On non *Assumpsit*, say, Et dic' quod ipse non assumpsit super se modo & forma prout idem A. superius querit' &c. If non est *Factum* to a Bond, Et dicit quod ipse de Debito pred' virtut'

The PRACTISING ATTORNEY: Or,

virtut' script' obl' pred' onerari non debet' quia dic' quod script' obl' pred' non est Factum suum. Et de hoc pon' &c.

If your Issue is joined the same Term the Declaration is of, enter it thus. Memorandum, Quod die (*the first Day of the Term*) isto eodem Termino coram Dom' Reg' apud Westm' ven' A B. per C D. Attornat' suum, Et protulit hic in Cur' dict' Dom' Regis apud Westm' tunc ibidem quandam Billam suam versus E F. in Custod' Mar' &c. de Placito, &c. ut supra.—If the Declaration be above four Terms standing, you must say, Memorand' Quod, &c. Termin' &c. Anno Regni Dom' Reg' nunc primo, &c.

The Memorandum the same Term with the Declaration, hath no Imparlance; but after the Declaration, enter the Plea with a new Line: Et pred' E F. per G H. Attorn' suum ven' & defend' Vim & Injur' quando, &c. Et dicit quod ipse non debet, &c.

You are to enter your Issue before you seal your Record, or before the next Term after: And if your Trial be after the Term, or at the Assizes, it is entered on a Roll out of the *Nisi Prius* Office, from whence Presses of Parchment are delivered out to the Attornies to ingross the Record, which is to be sealed by the Custos Brevium.

Records.

For Ingrossing the Record, Rule your Parchment near the Top, and make a Margent of an Inch; and on the two or three first Lines, write in large Court Hand thus; *Placita coram Dom' Reg' apud Westm' de Termino, &c. Anno Regni Dom' Georgii nunc Reg' Magn' Britan' &c. Primo.* And then in small Court-Hand, *South'ton ss. Memorand' quod alias scil' Term' &c. uli' preterit' coram Dom' Reg' apud Westm' ven' A B. per C D. Attorn. suum, &c. (ut supra to the End of the Issue.)* Then leaving about half an Inch Space, begin another *Placita* in great Court-Hand: In the first *Placita* must be mentioned the Term the Issue is join'd; and in the second, the Term in which it is to be tried, &c. And afterwards in a new Line, you are to enter a *furata*: Then you must make out a *Venire facias*, on this Issue and Record, for the Sheriff to impanel a Jury: Upon which shall issue a *Disfringas Furatores*, and *Subpœna's* for Witnesses, &c. in order to Trial.

Issues tried.

If the Plaintiff will not try his Issue after joined, in such a Time as by the Course of the Court he ought, the Defendant may make out the *Venire* by Proviso, to free himself from the Trouble of defending the Action, and recover Costs for unjust Vexation.

If the Action be laid in London or Middlesex, the Defendant ought not to give a Rule to enter his Issues, or to try the

the Cause by Proviso the same Term Issue is joined, unless the Plaintiff hath first given him Notice of Trial that Term, and made Default; but if the Action lie in the Country, the Defendant shall give the Plaintiff Rule to enter his Issue as of the same Term Issue is joined.

Where *Wager of Law* is admitted upon Trials, (as in *Wager of Law* Cases of Debt, for the Proof of which there is no Deed, or Witness) the Party comes in the Face of the Court without the Bar, where after the Secondary has demanded of him whether he will wage his Law, and he has answer'd Yes, he takes an Oath, That he doth not owe to the Plaintiff the Sum of, &c. (charged in the Declaration) nor any Penny thereof in Manner and Form as the Plaintiff hath declared against him. And besides, he ought to have 12 of his Neighbours to testify that they believe he has taken a true Oath; but this is often dispensed with. Upon this the Defendant shall be no further prosecuted.

I shall conclude this Head of *Issues and Records*, preparatory to Trials, with a Record of a Plea, Replication, Demurrer, Judgement, &c. in the first Year of the Reign of his present Majesty King George; and which contains great variety of Proceedings *entirely New*.

A Record, Plea, Replication, Demurrer, Writ of Enquiry, and Judgement, in Action upon the Case.

De Termino Pasche Anno Regni Dom' Georgii } Ro—
nunc Regis Magn' Britan' &c. Primo.

Holt & Ventris.

London ff. Memorand' quod al's scil' Term' S'ti Hillar' Cause, and ult' preterit' coram Domino Rege apud Westm' ven' Henr' Narr' on W. per Thomam P. Attorn' suum, Et protulit in Cur' dicti two Notes. Dom' Regis tunc ibidem quandam Billam suam versus Thomam C. in custod' Marr' &c. de Placito Transgr' super Casu. Et sunt Pleg' de prof' scil' Johannes Doe & Richardus Roe quæ quidem Billa sequitur in hæc verba ff. London ff. Henr' W. querit' de Thoma C. in Custod' Marr' Marefc' Dom' Regis cor' ipso Rege existen' pro eo videl' quod cum pred' Thomas post primum diem Maii Anno Dom' Mill'imo Septingent'imo Decimo Tertio apud London pred' videl' in Paroch' Beat' Marie de Arcub' in Warda de Cheape fecit quandam Notam suam in Script' voc' a *Promissory Note* manu sua propr' subscript' geren' dat' Die & Anno, &c. & eandem Notam eidem Hen'co adtunc & ibid' delib'avit, per quam quidem Notam ipse idem Thomas promisit solvere

The PRACTISING ATTORENY: Or,

vere eidem Hen'co vel Ordini octogint' & quatuor libr' quinque Menses post Dat. Note ill' pro Valore recept' Et idem Hen'cus in facto dic' quod ip'e idem Henricus ad aliq' Temp' hucusque non ordinavit pred' octogint' & quatuor libr' in Nota pred' content' solvend' alicui al' person' cui-cunque R'one quor' quidem promissor' nec non vigore ejusd'm statuti in hum'oi Casu inde nuper Edit' & provis. idem Thomas onerabil' fuit & Devenit & adhuc on'abil' exist' ad solvend' eidem Hen'o pred' octogint' & quatuor libr' in Nota pred' content' Et sic on'abil' exist' idem Thomas in Conf. inde postea scilicet eidem die & Anno ult' supradict' apud London pred' in Paroch' & Warda pred' super se Assumpsit & eidem Hen'o adtunc et ib'm fidelit' promisit ad solvend' eidem Hen'o pred' Octogint' & quatuor libr' sec'dm tenor' Not' ill' Cumque etiam postea scilicet eodem vicesimo quinto die Februar' Anno D'ni ult' supradict' apud London pred' in Paroch' & Warda pred' pred' Hen'cus & Thomas insimul int' se computassent de & concernen' div'sis Denar' sum' eidm' Hen'o per prefat' Thomam ante temp. ill' debet' & adtunc aretro & insolut' existen' Et sup. Comp'o illo id'm Thomas adtunc & ib'em invent' fuit in arrerag' erga eund'm Henr' in Octogint' & quatuor libr' legalis Monet' Magn' Britan' Et sic in Arrerag' invent' existen' ipse idem Thomas postea scilicet eidem die & Anno. ult' supradict' apud London pred' in Paroch' & Warda pred' in Conf. inde sup. se assumpsit eidemque Hen'o adtunc & ib'em fidelit' promisit quod ipse idem Thomas pred' Octogint' & quatuor libr' ult' menseonat' in quinque Mensib' tunc prox. sequen' eidem Hen'o bene & fidelit' solvere & contentare vellet Cumque etiam postea scilicet vicesimo Sexto die ejusdem Mensis Februarii Anno D'ni ult' supradict' apud London pred' in Paroch. & Warda pred' ips' idem Thomas fecit Unam aliam Notam suam in Script' voc' a *Promissory Note*, Manu sua propr' subscript' geren' dat' eidem die & Anno ult' supradict' & eand'm Notam eidem Hen'o adtunc & ibidem delib'avit per quam quidem al' Notam ipse idem Thomas promisit solvere eidem Hen'o vel Ordini sex Menses post Dat' Notæ illius Quinquagint' quinque libr' sexdec'm solid' pro valore Recept' Et idem Hen'cus in facto dic' quod ipse idem Hen'cus ad aliquod Tempus hucusque non Ordinavit pred' Quinquagint' quinque libr' sexdec'm solid' in Billa sive Nota pred' content' solvend' alicui al' person' cui-cunque R'one quor' quid'm promissor' nec non vigore ejusd'm Statuti hujusmodi Casu nuper Edit' & provis. idem Thomas on'abil' fuit & devenit & adhuc

adhuc on'abil' exist' ad solvend' eidem Henr'o pred' quinquagint' quinque libr' sexdecim solid' in pred' ult' menc'onat' Nota content' Et sic on'abil' existen' idem Thomas in Conf. inde postea scilicet eisdem die & Anno ult' supradict' apud London pred' in Paroch. & Warda pred' super se Assumpsit & eidem Henro adtunc & ib'm fidelit' promisit ad solvend' eidem Henr'o pred' pred' Quinquagint' quinque libr' sexdecim solid' sec'dum tenor' ejusd' Notæ Cumque etiam postea scilicet eod'm vicefimo sexto die Februarii Anno D'ni ult' supradict' apud London pred' in Paroch' & Warda pred' pred' Hen'cus & Thomas insimul int' se computassent de & concernen' divis al' Denar' sum' eidem Henr' per prefat' Thomam ante Temp. ill' debet' & adtunc aretro & insolut' existen' Et super Computo illo idem Thomas adtunc & ibidem invent' fuit in Arrerag' erga eundem Henr' in al' Quinquagint' quinque libr' sexdecim solid' si'lis Legalis Monet' Mag. Britan. Et sic in Arrerag' invent' existen' ipse idem Thomas postea scilicet eisdem die & Anno ult' supradict' apud London pred' in paroch' & Warda pred' In Conf. inde super se Assumpsit eidemque Henr' adtunc & ib'm fidelit' promisit quod ipse idem Thomas pred' Quinquagint' quinque libr' sexdecim solid' ult' menc'onat' in sex Mensib' tunc prox. sequen' eidem Henr' bene & fidelit' solvere & contentare veller Cumque etiam postea scilicet primo die septembris Anno D'ni ult' supradict' apud London pred' in Paroch. & Warda pred' pred' Thomas Indebitat' fuit eidem Henr'o in Cent' & trigint' Novem libr' sexdecim solid' si'lis Legalis Monet' Magn. Britan. pro tant' Denar' sum' ipsius Henr'o per pred' Thomam ad usum ipsius Henr'i ante temp. ill' hit' & recept' Et sic inde Indebitat' existen' ip'e idem Thomas postea scilicet eisdem die & Anno ult' supradict' apud London pred' in Paroch. & Warda pred' in Conf. inde super se Assumpsit & eidem Henr'o adtunc & ib'm fidelit' promisit quod ipse idem Thomas pred' Cent' Trigint' Novem libr' & sexdecim solid' eidem Henr'o cu' inde postea requisit' esset bene & fidelit' solvere & contentare veller Cumque etiam postea scilicet eisdem die & Anno ult' supradict' apud London pred' in Paroch. & Warda pred' ipse idem Thomas Indebitat' fuit eidem Henr'o in al' Cent' trigint' Novem libr' & sexdecim solid' si'lis Legalis Monet' pro tant' denar' sum' per ipsum Henr' eidm' Thomæ ad spial' instan' & requisition' ipsius Thomæ ante temp. ill' mutuo Dar' & concordat' Et sic inde Indebitat' existen' pred' Thomas in Conf. inde postea scilicet eisdem die & Anno ult' supradict' apud London pred' in Paroch. & Warda pred'

pred' super se Assumpsit eidem Henr'o adtunc & ib'm fidelit' promiss. quod ipse idem Thomas pred' Cent' Trigint' & Novem libr' sexdecim solid' ult' menc'onat' eidem Henr'o cum inde postea requisit' esset bene & fidelit' solvere & contentare vellet Pred' tamen Thomas sep'al' Promission' & Assumption' suas pred' fact' min'e Curan' sed Machinan' & fraudulent' intenden' eund'm Henr' in hac parte callide & subdole decipere & defraudare pred' sep'al' denar' sum' seu aliqu'm inde denar' eidem Henr'o nondum solvit nec ei pro eisdem hucusque aliqualit' satisfecit licet ad hoc faciend' pred' Thomas postea scilicet s'do die Decembr' Anno D'ni Mill'imo Septingent'imo decimo quarto supradict' & sepius postea apud London pred' in Paroch. & Warda pred' per eund'm Henr' requisit' fuit unde idem Henr' dic' quod ipse deteriorat' est & dampnum h'et ad valenc' Ducent' libr' Et inde produc' sect' &c.

Plito.

Et modo adhunc diem scilt' diem Mercur' prox. post Quinden' Pasche isto eodem T'mino usque quem diem pred' Thomas h'uit licent' ad Billam pred' int'loquend. & tunc ad respond. &c. cor' D'no Rege apud Westmin. ven' tam pred' Henr' per Attorn' suum pred' quam pred' Thomas per Will'm G. Attorn' suum Et iid'm Thomas Defend. vim & Injur' quando &c. Et dic' quod pred' Hen'cus Accon' suam pred' inde versus eu' habere seu manutene're non debet quia dic' quod bene & veru' est quod ipse Assumpsit super se modo & forma pred' prout pred' Hen'us vers' eu' per Narr' suam pred' sup'ius supposuit sed idem Thomas ult'ius dicit quod post confect'on' sep'al' promission' & Assumption' pred' sup'ius fieri supposuit scilt' t'cio die Januar' Anno D'ni Mill'imo septingent'imo decimo quarto suprad' ipse idem Thomas apud London pred' videlt' in Paroch. b'te Marie de Arcub' in Warda de Cheape dedit & delib'avit pred' Henr'o quinque Mille Librat' Cupri in plen' satisfac'on' & exon'acon' sep'al' Promission' & Assumption' pred' & de tot' denar' in eisdem menc'onat' Que quidem quinque Mille librat' Cupri pred' Hen'cus adtunc & ib'em in plen' satisfac'on' & exon'acon' sep'al' promission' & Assumption' pred' & de tot' denar' eisdem menc'onat' de eodem Thoma h'uit & recepit Et hoc parat' est verificare Unde pet' iudicium si pred' Hen'cus Ac'con' suam pred' inde v'sus eu' h'ere seu manutene're debeat, &c.

E. FISHER.

Et

Et pred' Hen'us dic' quod ipse per aliqua per pred' Thom' sup'ius pl'itando allegat' ab acc'one sua pred' inde vers'us eu' hen'd' precludi non debet' quia protestando quod pred' Thomas non dedit seu delib'avit eidem Henr' pred' quinque Mille librat' Cupri in plen' satisfacc'on' & exon'acon' sep'al' promission' & Assumption' pred' & de tot' denar' in eisdem menc'onat' pro plit' idem Henr' dic' quod ipse non h'uit sen recepit de pred' Thoma pred' quinque Mille librat' Cupri in plen' satisfacc'on' & exon'acon' sep'al' Promission' & Assumption' pred' & de tot' denar' in eisdem menc'onat' modo & forma prout idem Thom' sup'ius pl'itando allegavit Et hoc pet' quod inquirat' per Priam, &c.

Et pred' Thomas dic' quod pl'itm pred' per ips'm Henr' modo & forma pred' sup'ius Replicando pl'itat' Materiaque in eodem content' min' sufficien' in Lege existunt ad ips'm Henr' ad Acc'on' suam pred' inde vers'us ips'm pred' Thomam hend' & manutenend. ad quod idem Thomas necesse non h'et nec per Legem terre tenetur aliquo modo Respondere Et hoc parat' est verificare Unde pro Def' sufficien' Replication' in hac parte idem Thomas ut prius per' judic' Et quod pred' Henr' ab Acc'one sua pred' inde vers' ips'm Thomam hend' precludat' &c.

E. FISHER.

Et pred' Hen'cus dic' quod Pl'itm pred' per ips'm Henr' modo & forma pred' sup'ius Replicando pl'itat' Materiaque in eodem content' bon' & sufficien' in Lege existunt ad ips'm Henr' ad Acc'on' suam pred' inde vers'us ips'm Thomam hend. manutenend. Quod quidem pl'itu' Materiaque in eodem content' idem Henr' parat' est verificare & probare pro ut Cur' &c. Et quia pred' Thomas ad pl'itm ill' non Respond. nec ill' huculque aliqualit' dedit idem Henr' per' Judic' & Dampna sua occ'one premiss. sibi adjudicari, &c. sed quia Cur' dic' D'ni Regis nunc hic de Judic' suo de & super premiss. reddend. nondum advifat' dies inde dat' &c. partib' pred' cor' D'no Rege apud Westm. usque diem prox. post, &c. de Judicio suo de & super premiss. ill' audiend' eo quod Cur' dic' D'ni Regis hic inde Nondum, &c.

Ad quem diem coram D'no Rege apud Westm. ven' partes pred' per Attorn' suos pred' super quo visis & per Cur' dic' D'ni Regis nunc hic plenius intellet' & Exa'iat o'ib' & sing'lis premiss' Maturaque delib'atione ad inde h'ita pro eo quod videtur Cur' dic' D'ni Regis nunc hic quod pl'itum pred' per ips'm Henr' modo & forma pred' sup'ius Replicando pl'itat' Materiaque in eodem content' bon. & sufficien' in Lege exist'

H

Demurr'
Argu'd.

*Jur' ad
Inquirend.*

*Judic'
Sign.*

Mia.

exist' ad ip'm Henr' ad Acc'on' suam pred' inde versus
ip'm Thomam hend. manutenend. per quod idem Henr'us
remanet inde versus prefat' Thomam indefens' &c. Ob quod
idem Hen'cus Dampna sua occ'one premiss. v'sus prefat'
Thomam recuperare debeat sed quia Cur' dic' D'ni Regis
nunc hic incogn' exist' quæ Damna idem Hen'cus occ'one
premiss. pred' sustin' I'o precept' est Vic' London quod per
Sacrm' duodecim probor' & leglin' Hom' de Balliva sua
diligent' Inquir' que Dampn' pred' Henr' tam occ'one
premissor' pred' q'm pro Mis. & Custag. suis per ip'm circa
sextam suam in hac parte appoit' sustin' Et Inquisicon'
q'm inde cepint' D'no Reg. apud Westm. die Martis prox.
post tres Septiman' S'ti Trin. sub sigill' suis & sigill' eor'
per quor' Sacrm' Inquisition' ill' capint' mittant unacu' Br'i
D'ni Regis eis inde direct' Idem dies dat' est prefat' Henr'o
ib'em, &c. Ad quem diem cor' D'no Rege apud Westm. Ven'
pred' Hen'cus per Attorn' suum pred'. Et pred' vic' London
videlt' Randolphus K. Mil. & Rob'tus B. Mil. virtute Br'is
dic' D'ni Regis eis inde direct' retorn' quandam Inquisition'
coram eis capt' apud, &c. Civit' London situat' in Paroch'
S'ti Lawrentii in ver'i Judaismo in warda de Cheape ejusd'm
Civit' quod pred' Henr'us sustin' Dampnum occ'one premissor'
pred' ultra Mis. & Custag. sua per ip'm circa sextam
suam in hac parte appoit' ad Cent' Quadragint' & Septem
libr' sex solid' & sex denar' Et pro Mis. & Custag. ill' ad
Vigint' & Septem solid' & quatuor denar. I'o Conf. est
quod pred' Henr'us recipiet v'sus prefat' Thomam Dampna
sua pred' per Jur' pred' in forma pred' assess. necnon unde-
cim libr' sex solid' & duos denar' pro Mis. & Custag. suis
pred' eidem Henr' per Cur' dic' D'ni Regis nunc hic ex as-
sensu suo de in'cro adjudicar' Que quidem Dampna
in toto se Attingunt ad Cent' & Sexagint' libr' &c. Et pred'
Thomas in Mia &c.

Note, I have inserted this Precedent at length, with
the Names in their proper Cases, and the usual Abbrevi-
ations, for the Instruction of all young Attornies; to
whom it may prove of greater Service than all the Precedents
in any other Treatise of this Nature.

I now come to the particular Proceedings on Trials,
with every Thing thereto relating.

Or

Of Trials, Judgement, Execution, &c. in B R.

When you proceed to Trial, eight Days Notice must be given the Defendant's Attorney, if the Defendant lives in London or Middlesex; and fourteen Days if he lives above forty Miles from London: But eight Days Notice of Trial is good at the Assizes, let the Defendant live where he will; unless it be upon an old Issue: For if a Cause have continu'd four Terms without Prosecution, a Term's Notice is to be had of Trial, &c.

If on Notice of Trial in London or Middlesex, the Cause be not entred in the Lord Chief Justice's Book two Days before the Day it is to be tried; the Marshal, at the Request of the Defendant's Attorney, will enter a *Ne Recipiatur*: And there is a Rule of Court that it shall be entered four Days before Trial. If the Plaintiff give the Defendant Notice for a Trial to be made on a Day within Term, tho' it be not tried at the Day appointed, he is not obliged to give fresh Notice; but may try it the next Sitting in the same Term, on two Days Notice: But if at the next Sitting the Cause be not tried, then Notice of Trial is to be given as at first.

Where the Plaintiff proceeds not to Trial after Notice, and there is no Countermand, then the Defendant shall have Costs taxed by the Secondary, upon Affidavit made of Attendance and Costs: But if the Plaintiff Proceeds, the Case is open'd, Witnesses are Examined, and the Cause is tried and determined: Also where the Defendant pleads not, on a Rule given by the Plaintiff, the Plaintiff shall have Damages and Costs, for the Default of the Defendant: To shew which more fully, I shall here give a short Account of all the Proceedings on Trials, in the Courts at Westminster.

In Actions on the Case, &c. the Declaration being drawn, upon Appearance made, you are to deliver it to the Defendant's Attorney with an Imparance; then you enter it that Term upon the Prothonotary's Rolls and docquet it, keeping your Number Roll by you, whereby you may continue your Imparance if the same be necessary: The Term following you give the Rule with the Secondary for the Defendant to Plead by such a Day, otherwise the Plaintiff to have Judgement. Upon Pleading, *non Assumpsit*, &c. you may make a Copy of the Issue and deliver it to the Defendant's Attorney, and give him Notice of Trial, in order to which you make out your

Venire facias and get it returned by the Sheriff; after this, you sue out your *Habeas Corpora*, make up your Record, and proceed to Trial: But if the Defendant plead not, but let it go by Default, then on Entering Judgement you must award a Writ of Enquiry of Damages, returnable the Term following, and give the Defendant a Attorney Notice of the Time of Executing it; which being Executed, and the Damages inserted in a Schedule annex'd to the Writ returned by the Sheriff to the Prothonotaries Office, you take it out in the Common Remembrance, and give a Rule upon it, after which you carry it to the Prothonotary and he Taxes Costs: And then you carry it to the Clerk of the Judgements, and give him your Number Roll and Term when the Judgement was entered, and he will make out a Writ of Execution, either a *Ca. Sa.* or a *Fi. fac.* for your Damages and Costs.

Causes grown to Issue in the Courts at *Westminster*, are usually brought down in the Vacation, before the Day of Appearance appointed for the Jury above, into the County where the Action was laid, for the Ease of the Parties, Jury and Witnesses, to be tried there by Writ of *Nisi prius* at the Assizes: But in Matters of great Importance, or where the Title is intricate, the Judges in the Courts above, upon Motion and Information will retain such Causes to be tried at *Westminster*; and then the Juries and Witnesses must attend there for the Trial of the Cause at Bar.

Proceed-
ings on
Trials at
the Assizes.

If your Cause comes on to Trial at the Assizes, you are first to get the Sheriff to return your *Disfringas* of the Jury, and then deliver the Record to the Judge's Marshal; but before that, you ought to have your *Breviates* ready to instruct your Council, wherein your Case must be briefly but fully set forth, your Proofs be plac'd in Order, and proper Answers made to what you suppose may be objected on the other side. When the *Disfringas Jur'* is returned by the Sheriff, and the Record delivered to the Marshal, the Council instructed, and all Parts ready, the Marshal delivers the Record to the Judge, and the Cryer calls over the Jury.

If a full Jury do not appear, the Plaintiff by his Council prays a *Tales de Circumstantibus*, which being granted by the Judge, the Sheriff must return some Names for that purpose, of such as are then in view of the Court; who ought to be such as are on some of the other Pannels: And the Cryer having called over the *Tales*, the Jury is sworn, and they are bid to stand together and hear their Charge;

Charge; which being done, the Council on both sides open the Case, by declaring the Cause of the Law Suit, &c. one after another, (the Plaintiff's Council first, the Proof lying on his side) and looking over their Breviates, Argue the Matter in Contest, producing Witnesses to prove what they alledge. In the mean time, the Clerk of the Assize or his Associate files the Writ, Pannel, and Record together, and makes a Copy of the Jury's Names, and of the Issue they are to Try; and when the Council have done, and the Judge summed up the Evidence, he delivers it to the Jury, and a Bailiff being sworn to keep them without Meat, Drink, &c. till they are agreed, they depart from the Bar, and when they are all agreed they return to give in their Verdict. Then the Parry Plaintiff is called; and if he do not appear, the Defendant is to pay the Jury and the Fees of the Court, and a Nonsuit shall be recorded: But if the Plaintiff appear, then the Clerk asks the Jury *who they find for*, and what Costs and Damages; and so Enters it on the back of the Pannel, and repeats it to the Jury, which finishes the Trial. *Note*, If the Defendant appear not when he is call'd, he loses the Benefit of his Challenge to the Jurors; but if he appear, he may challenge them.

When the Trial is over, if your Action be laid in *Postea* London or *Middlesex*, the Associate will deliver you your Record with the *Disfringas*, and the Pannel or Names of the Jury thereunto annexed, upon the back of which he writes the Substance of the Verdict, and the Costs given by the Jury, which must be carefully fixed to the Record, and stamp't with a double 2 s. 6 d. Stamp. Then scraping the back of the Record, near the Top, with a large Margent, begin Ingrossing your *Postea* long ways; the Meaning of which *Postea* is, That afterwards the Plaintiff and Defendant came by their Attornies before such a Judge, and the Jury was sworn, &c. And found such a Verdict, and so much Costs, &c. But in Trials at the *Assizes*, the Judge's Associate is to Ingross the *Postea*, and not the Attorney; who only carries the Record after it is return'd to the Master, to have Costs Taxed. When the *Postea* is Ingross'd, you are to carry it to the Clerk of the *Postea* to be mark'd, for which you pay 4 d. Then carry it to the Clerk of the Rules, for a Rule to be made out, for which you give him 1 s. 4 d. And this Rule will be out in four Days; which time is allow'd for the Defendant to move in *Arrest of Judgement*, if he hath any Cause for *Arrest of it*; as that neither he nor his Attorney had Notice of the *Judger* Trial, that the Record differs from the Deed pleaded, *ment*,

or that there is a material Defect in Pleading, &c. And when the Rule is out, if Judgement be not Arrested, you must get the Record stamp'd with a double 2 s. 6 d Stamp on the back, and carry it to the Master of the Office, who will Tax further Costs, and then is your Judgement fit to be Entered. If your Cause be tried at the *Affizes* in the Country, you are not to take away the Record and *Distingas* with you, but the Associate is to keep them 'till the next Term, and Indorse the Postea, for which he receives his Fee at the Trial; and you are to call upon him just before the next Term, to put him in mind to have the Postea ready, and then you must proceed to have it mark'd, make out a Rule, and sign Judgement *ut supra*: And you are to enter your Judgement on a Roll, in doing whereof care must be had that no Error be committed.

Judge-
ment en-
tered.

If the Cause be tried within the Term, the Rule in order to enter Judgement may be given the Day after; if the Postea be Indorsed and Mark'd; But if at the Sittings after Term, or at the *Affizes*, it cannot be given 'till the first Day of the next Term. No Judgement ought to be entered on a *Nil dicit*, until two Rules have been given in the Office: Nor is any Judgement to be Entered on the Rolls until the Costs be Taxed, and the Judgement signed by the Secondary. Where a Verdict is for the Plaintiff, and he will not Enter his Judgement thereon, the Defendant may Enter it; for if the Defendant might not Enter the Judgement, he would be hindered from Pleading it in Bar to another Action for the same Cause.

The Form of a Postea on Default, with a Tales.

Postea die & Loco infracontent' coram R. Eyre Mil. infra-script' Associat' sibi A B. &c. Gen' per forma' statut' &c. Ven' infrano'iat' C D. (*the Plaintiff*) per Attorn' suum infracontent' & infranominat' E F. (*the Defendant*) licet solemniter exact' non venit sed Defalt' fecit Ideo Jur' infra-script' Capiatur versus eu' per Defalt'. Et Jur' jure illius exact' quid'm eor' videlt' G H. I K. L M, &c. (*the Jury favours*) ven' & in-Jur' ill' Jurat' existunt (Et quia resid. ejusdem Jur' non comparuer' ideo alii de Circumstantiis per vicem Com' &c. ad hoc Electi ad requisitionem pred. C D. ac per Mandat' Justic' pred' de novo Apponuntur quorum nomina in Pannello infra-script' affilantur secund' form' statuti in hujusmodi Casu Edit' & provis. qui quid' Jur' sic de novo apponit videlt' L M, N O. &c. (*the Names*

In which

Judge-
ment en-
tered.

of the Record differs from the Book pleaded in

of the Tales Men) exact similiter vener' qui ad veritatem de infracontent' simul cum al' Jur' pred' prius Impanellat' & Jurat' dicend. Ele& Triat' & Jurat' dicunt super sac'm suum quod pred' E F. Assumpsit super se modo & forma prout pred' C D. interius versus eum querit & Assidunt Dampna ipsius C D. occ'one non performacionis promission' & Assumpcion' inscript' ultr' Mil. & Custag. sua per ips'm circa secta sua in hac parte appoit ad vigint' Libr' & pro Mil. & Custag. ill' ad quinquagint' solid' Ideo, &c.

A Postea for the Plaintiff, upon Non Assumpsit, where the Defendant Appears,

Postea die &c. venit tam infrano'iar' C D. quam infra-script' E F. per Attornatos suos infracontent' Et Jur' jur' inde infra fit mentio exact' quidam eor' videlt' G H. I K. &c. ven' & in Jur' ill' jurat' existunt, &c. qui ad veritatem de infracontent' simul Impanellat, &c. dicunt super sac'm suum quod &c. ut supra.

A Postea for the Defendant, on Non-Assump't.

Postea &c. Jur' dic' super sac'm suum quod pred' E F. Non Assumpsit super se modo & forma prout pred' C D. pl'itand' interius allegavit, &c.

A Postea for the Plaintiff upon Non Cul,

Postea, &c. Dic' &c. quod pred' E F. est Culpabilis de premissis infrascript' modo & forma prout pred' C D. interius versus eum Narravit & assidunt Dampna ipsius C D. occ'one infrascript' ultra Mil. & Custag. sua per ips'm circa secta suam in hac parte apponit ad 100 l. Et pro Mil. &c.

A Postea for the Plaintiff in Debt, on a Non solvit.

Postea, &c. Quod pred' E F. non solvit prelat' C D. supra infrascript' die, &c. infrascript' in Condicion' infrascript' superius specificat' infrascript' Cent' libr' quas ei ad vel super eod'm die solvisse debuit secundum formam & Effectum Condicionis pred' modo & forma prout pred' C D. interius pl'itando allegavit, &c.

The PRACTISING ATTORNEY: Or,

A Postea pro Quer' on Non est Factum.

Postea, &c. Quod infra script' scriptum Obligator' pro infra script' Cent' libr' in Narr' infra script' interius men-
donat' est Factum pred' E F. prout pred' C D. interius
inde versus eum queritur. Et ass. Dam. ip'ius C D. occ'one
ill' ult' Mil. & Custag. sua per ipsum circa secta' sua' in
hac parte apponit' ad &c.

A Postea for the Plaintiff in Detinue.

Postea &c. Quod pred' E F. Detinet a p'fat' C D.
infra script' &c. (*the Things detained*) prout pred' C D. inte-
rius versus eum Queritur. Et ulter' jur' die' super &c.
quod &c. valens Quinq' libr' & assidunt Damna ipsius
C D. occ'one detentionis pred' &c. ad 20. sol. & pro
Mil. & Custag. &c.

A Postea pro Quer' in Assault and Battery.

Postea &c. Quod pred' E F. Die Anno & Loco
infra script' in p'fat' C D. insult' fec' & ip'm verberavit
vulner' & maletractav' modo & forma prout id'm C D. in-
terius vers' eum Narravit Et ass. Dam. ip'ius C D. occ'one
premissor' ult' Mil. & Custag. &c. ad 10/. Et pro
Mil. &c.

A Postea pro Quer' in Ejectment.

Postea &c. Quod pred' E F. est Culpabilis de Transgr'
& Ejec'one firme infra script' modo & forma prout pred'
C D. int'ius vers' eum Queritur, & Assidunt Damna ip'ius
C D. occ'one Transgr' & Ejec'ois ill' ult' Mil. & Custag.
sua per ip'm circa sectam suam in ea parte appoit' ad
&c. Et pro Mil. & Custag. &c. 10. &c.

A Postea pro Def. in Ejectment.

Postea &c. Quod pred' E F. non est Culpabilis de
Transgr' & Ejec'one firme infra script' pro id'm
C D. int'ius p'fando allegavit Fol. Conf. est quod C D. nil
Capiat per villam suam pred' sed pro falso Clamore suo
se inde in M' & Et pred' E F. inde eat sine Die.

A Postea of a Record at the Assizes.

Postea die & Loco infracontent' coram T. Pratt. Mil' Capital' Justic' D'ni Regis de Banco & A. B. Armig' eid'm T. P. &c. un' Justic' dict' D'ni Regis ad Ass'as in Com' S. Capiend' Assign' per formam statuti &c. hac vice Associat' present' pred' &c. non expectat' Virtute Br'is dicti Dom. Regis de si non Omnes &c. ven' infrano'iat' C. D. per Attorn' suu' infracontent' Et infrascript' E. F. Gen' licet solemniter exa'ct' non ven' sed Defalt' fec' Ideo Jur' unde inframentio capiatur vers' eu' per Defalt' Et Jur' jur' ill' ea'ct' quidam eor' videlicet G. H. I. K. L. M. &c. ven' & in Jur' ill' jurat' existunt' Et quia resid' Jur' ejusd'm Jur' non comparuer' Ideo al' de Circumstantibus &c. (as in the first Postea ante) Jur' predict' prius impanellat' & Jurat' dic' super sacrum suu' quod pred' E. F. Assumpsit super se modo & forma prout pred' C. D. int'ius inde vers' eum queritur Et assidunt Dampna ipsius C. D. &c. ult' Mis. & Custag. &c. ad Decem libr' Et pro Mis. & Custag. &c. Ideo &c.

A Postea continued on the Roll.

Postea continuat' inde Process. int' partes predict' de pl'ito pred' per Jur' poit' inde eos in respectu cor' D'no Rege apud Westm' usque Diem Lune prox. post &c. extunc prox. sequen' nisi dilect' & fidel' D'ni Regis J. P. Mil' Capital' Justic' d'ri Dom' Regis ad placita in Cur' ipsius D'ni Regis coram ipso Rege tenend' Assign' prius die sab'ri prox. post &c. apud Guild-Hall London per form' Stat' &c. ven' pro Defe' Jur' &c. ad quem Diem coram D'no Reg. apud Westm' ven' pred' C. D. per predict' &c. Attorn' suu' pred. Et prefat' Capital' Justic' coram quo &c. Mis. hic Recordu' suu' coram eo h'it in hec verba s. Postea die & Loco &c. (ut supra) Ideo &c.

A Postea continued at the Assizes.

Postea continuat' inde Process' &c. Nisi Justic' D'ni Regis ad Ass'as in Com' pred' Capiend' Assign' die &c. apud A. in Com' pred' per formam statuti &c. ven' pro Defectu Jur' &c. ad quem diem coram D'no Rege apud Westm' ven' C. D. per Attorn' suu' predict' Et prefat' Justic' D'ni Regis ad Ass'as coram quib' &c. Mis. hic Record'

The PRACTISING ATTORNEY; Or

cord' suu' coram eis h'it in hec verba ff. Postea &c. Ideo &c.

Judgements Entred, on Trials.

Rolls to
Enter
Judge-
ments, how
made up,
&c.

The Rolls to Enter Judgements are delivered out in the King's-Bench Office; and for Entering them, you must make a small Margent about a Thumb's breadth, then begin about a Span from the Top of the Roll in large Court Hand, thus: — *Adhuc de Termin' sancti Hillarii &c. Anno Regni &c. Testa Johanne Pratt Mil'.* — Then write the Warrants of Attorney; for the Plaintiff, thus: *London ff. A B. po. lo. suo C D. Attornatum suum versus E F. de Placito Transgr' super Casum &c.* And for the Defendant, thus: *London ff. E F. po. lo. suo G H. Attorn' suu' ad Sed' A B. in pl'ito pred'.* — Then within half an Inch underneath begin to Enter the Judgement, as follows: — *London ff. Memorandum quod &c.* (reciting the Record to the end of the Issue) *Postea continuat' inde Process. inter partes predict' de Pl'ito pred' per Jur' pred' poit' inde int' eas in respect' coram D'no Rege apud Westm. usque Diem &c.* (as in the Jurat' of the Record) *nisi Dilectus & fidelis Joh'es Pratt Mil' Capital' Justic' D'ni Regis ad pl'ita in Cur' ip'ius D'ni Regis coram ipso Rege tenend' Assign' prius die &c. apud Guild-Hall London per formam statut' ven' pro defecu' Jur' &c.* Ad quem diem Coram D'no Rege apud *Westm.* ven' predict' A B. per Attorn' suu' predict' & prefat' Capital' Justic' coram quo &c. misit hic Record' suu' coram eo hab'it in hec verba ff. *Postea die & Loco &c.* (recite the Postea verbatim) *Ideo Conf. est quod pred' A B. recuperet vers. prefat' C D. Debitum suum pred' & Dampn' sua pred' per Jur' predict' in forma pred' assess' Necnon Decem libi' &c.* (the Costs Taxed) *pro Mil. & Custag. suis pred' eid'm A B. per Cur' dicti Domini Regis nunc hic ex assensu suo de Incremento adjudicat' que quid'm Dampna in toto se attingunt ad &c.* Et pred' C D. in Mi'a &c.

In *Trespas* and *Ejectment*, and upon *Non est Factum* pleaded, instead of *Et pred' C D. in Mi'a &c.* You must say, *Et pred' C D. Capiatur, &c.* and both are to be put in the Margent: But the Want of entering the words *Misericordia*, or *Capiatur* in a Judgement, or mistaking one for the other, is help'd by the Stat. 26 and 27 *Car. 2. c. 8.* Thus is your Judgement entered and finish'd; but you must leave a good space between it and the Beginning of another

another Judgement, that there may be room to enter *Committitur*, (which is where the Defendant is charged in the *King's Bench Prison*) and to enter Satisfaction acknowledg'd upon the Record, &c.

The Issues and Judgements may be entered on both sides the Roll, tho' you must be careful not to write too near the Bottom on the Fore-side, where is to be written the Number of the Roll, and the Chief Clerk's Name in great Court Hand and Figures, thus:

ROTLO CXX.

VENTRIS.

Note, The same Method is to be observed for entering Judgements at the Assizes in the Country, *mutatis mutandis*.

In Entering upon the Roll Judgements without Trial, such as *Nil dicit* for Default, *Cognovit acc'onem* by Confession, *Non sum Informatus*, &c. by Assent, it is usually done on the same Roll with the Declaration, &c. observing to leave Spaces for *Committitur*, &c. and following the like Method as *supra*, in Entering your *Adbuc*, &c.

Judge-
ments
without
Trial.

You are to begin with a *Memorandum*, either of the same Term or another, which you will see by the Declaration, and so proceed, to the *inde produc' Sestam*, &c. (and you seldom have any thing but the Declaration, marked on the Back with the Nature of the Judgement, and Costs taxed in the Margin, to enter these by) Then beginning a new Line write your Judgement, thus:

A Judgement, *Nil dicit, in Debt*.

Et modo ad hunc diem scilicet diem, &c. prox. post, &c. (the first Day of the Term Judgement is entered) isto eodem Termino usque quem Diem predictus C. D. h'uit licentiam ad Billam predictam interloquend' & tunc ad Respondend' &c. coram D'no Rege apud Westm' ven' predictus A. B. per Artorn' suum predictum Et predictus C. D. licet ad eundem diem solempniter exaet' non Ven' nec aliquid dic' in Barram sive preclusionem Acc'on' predictus A. B. predictus per quod idem A. remanet vers' prefatus C. inde indefens' &c. I'o Conf. est quod predictus A. recuperet vers' prefatus C. debitum suum predictum necnon, &c. pro Dampnis suis que sustinuit t'm occasione detenc'on' Debi illi q'm pro Mis. & Custag. suis per ip'm circa sestam suam in hac parte appoit eidem A. per Cur' dicti D'ni Regis nunc hic assensu suo adjudicat' Et predictus C. in Mi'a &c.

When

When the Judgement is *Confessed* the same Term the Declaration is of, there is no Imparllance.

A Judgement by Cognovit Actionem.

Et pred' A. per, &c. Attorn' suum Ven' & Defend' Vim & Injur' quando, &c. Et dicit quod ipse non potest dedicer' Acc'onem pred' C. supradict' nec quin ipse debet eidem C. pred' Decem libr' &c. modo & forma prout C. superius versus eum Queritur. Ideo Conf. est quod pred' C. recuperet versus prefat' A. Debitum suum nec non, &c. pro Dampnis suis que sustinuit tam occasione detentionis Debiti illius quam pro Mis. & Custag. &c. Et pred' A. in Mi'a &c.

A Judgement by Non sum Informatus.

Et pred' A. per, &c. Attorn' suum Ven' & Defend' Vim & Injur' quando, &c. Et pred' C. per' quod A. ad Narr' suam pred' Respond' super quo predict' Attorn' pred' A. dicit quod ipse non est Inform. per eund' A. de aliquo Respond. pro eod' A. eid' C. in premiss. dand' nec aliquid aliud inde dic' in Barram sive perclusion' acc'onis ipsius C. predict' per quod idem C. remanet inde vers. predict' A. indefens' &c. To Conf. est Quod pred' C. recuperet vers' prefat' A. Debit' suum pred' necnon, &c. pro Dampnis, &c. quam pro Mis. & Custag. &c.

Where a Judgement is without Trial, there must be a *Writ of Enquiry* of Damages and Notice given; and the Sheriff summons a Jury, examines Witnesses, &c. and makes a Return on the Writ, in order to Execution. The Notice given to the Defendant or his Attorney, is as follows:

A B. vers. C D. in Transgr' sup. Casu'.

Mr. D.

Pray take Notice of the Executing a Writ of Inquiry of Damages in this Cause on, &c. of this Instant, &c. at Ten of the Clock in the Forenoon of the same Day, at &c. known by the Sign of &c. from

January 20. 1723. Your humble Servant,

A. B.

The

The Clerks of B. R. when they carry in their Entries docket them, thus:

Intraciones. A. B. Gen' un' Cl'icor' E'dri V. Arm. Ca-
pital' Cleric' D'ni Regis, &c. de Termin' S'te Trin'
Anno Regni Georgii nunc Regis Magn. Britan. &c.
nono.

South'ton ff. Non Cul' in transgr' int' A. B. } Rot. 3.
Quer' & E. F. Def.

Somerset ff. Nil dicit in Deb'o pro 100l. sur
obl. inter C. D. Quer' & E. F. Def } Rot. eod.
& pro, &c. pro Dampn' & Mis.

Devon. ff. Non Inform. in Deb'o sur mutuat'
int' C. D. Quer. & E. F. Def tam pro } Rot. 4.
500 l. Debit' quam, &c. pro Mis.

The new Act for Amendment of the Law, enacts, That all the Statutes of Jeofails shall extend to all Judgements on Confession, Nil dicit, or Non sum Informatus: And no Judgement shall be reversed, &c. for any Imperfection or Defect, which would have been aided by those Statutes. Vide the Act.

After Judgement, Process of Execution is awarded, which begins where the Action ends, and is granted for obtaining Possession of the Thing acquired by Judgement of Law. The Writs of Execution are of three Sorts, viz. a *Ca. Sa.* against the Body, a *Fi. fa.* against the Goods, and an *Elegit* against the Lands: But if a Judgement be obtain'd, and the Plaintiff doth not take out Execution upon it in a Year and a Day, he cannot then do it until he hath reviv'd his Judgement by a *Sch. fa.* which Writ is to give Notice to the Defendant, to shew cause why the Plaintiff should not take out Execution upon the Judgement. And if you once charge the Body in Execution, you have no Remedy against the Goods or Lands, except the Defendant escape, or is privileged; or, where a Man dies in Execution, the Plaintiff may have an *Elegit* against his Lands.

Execution
on Judge-
ments.

If an Execution be returned, executed and filed, the Party can never have any other Execution upon that Judgement on which the Execution was grounded: For there can be but one Execution executed with satisfaction upon one Judgement; and the Returning and Filing of it, makes it to be an Execution executed.

But one
Execution.

Where

The PRACTISING ATTORNEY: Or,

Where Part is levied upon Goods, &c. upon an *Elegit*, or a *Fi. fa.* another *Elegit* may be sued *pro Residuo*. But when an *Elegit* is issued out, and the Lands taken, and the Writ is returned and filed, you shall not have any farther Execution.

A Capias ad Satisfac' in Debt.

Georgius Dei gratia Magn' Britan' Franc' & Hibern' Rex fidei Defensor &c. Vic' S. salt'm Precipimus tibi quod Capias C. D. si Invent' fuerit in Balliva tua & eum salvo Custod' ita quod Habeas Corpus ejus coram nobis apud Westm' die, &c. (the Day of the Return) ad Satisfaciend' A. B. de vigint' libris de Debito quas idem A. B. nuper in Cur' n'ra coram nobis versus eum recuperavit necnon de trigint' solid' &c. qui eidem A. B. in eadem Cur' nostr' coram nobis adjudicat' fuer' pro Dampnis suis que sustinuit tam occasione detenc'on' Debi' illius quam pro Mis. & Custag. suis per ip'm circa festam suam in ea parte appoi't unde predict' C. D. Convict' est sicut nobis constat de Recordo Et habeas ibi tunc hoc breve Teste J. Pratt Mil' apud Westm' die, &c. Anno Regni n'ri, &c.

If there be an *Alias dist'* you must receite it: And if your Action be by way of *Original*, the Writ must be returnable *ubicunque*.

A Testatum Ca. Sa. in Debt.

Georgius, &c. Vic' S. Salt'm cum Vic' n'ro L. nuper Precipimus quod caperet C. D. si Invent' fuisset in Balliva sua & eu' salvo Custod' ita quod h'eret Corpus ejus coram nobis apud Westm' ad Certu' die jam preterit' ad Satisfaciend' A. B. de vigint' libr' de Deb'o quas idem A. B. nup' in Cur' &c. recuperavit, &c. (here insert the Words of the other Ca. Sa. verbatim, so constat de Recordo,) then add, Dictusque Vic' nostr' S. ad diem ill' nob. retorn' quod C. non fuit Invent' in Balliva sua Super quo ex parte pred' A. in Cur' nostr' coram nobis sufficien' Testat' est quod pred' C. latit' & discurr' in Com' tuo Io tibi Precipimus quod Capias eu' si Invent' fu'it in Balliva tua Et eum salvo Custod' ita quod he'as Corpus ejus coram nobis apud Westm. die, &c. prox. post, &c. ad Satisfaciend' presat' A. de Debo & Dampnis pred' Et he'as, &c.

This *Writ Testatum*, as it appears, is a Writ, where the Defendant cannot be taken upon a *Capias* in the County where the Action is laid, sent out into another County. If you make out a *Ca. Sa.* after a *Fi. fa.* then after the Words *sicut nob. const. de Recordo*, say, *Et unde in eadem Cur. nostr. coram nobis Const. est quod predict. A. h'eat Execution' vers. pres. C. de Deb'o & Dampnis pred' Et habeas, &c.*

A Fieri facias in Debt.

Georgius, &c. Precipimus tibi quod de Bonis & Catallis C. D. (if on a Bond, say, Alias dict' as in the Obl.) in Balliva tua Fieri Facias Centum libr' quas A. B. nuper in Cur. nostr. coram nobis apud *Westm.* recup'avit versus cum de Deb'o necnon, &c. qui idem A. nuper in eadem Cur. nostr. coram nobis adjudicat' fuer' pro Dampnis suis que sustinuit tam occ'one detenc'onis Debiti ill' quam pro Mis. & Custag. suis per ip'm circa Sectam suam in hac parte appoi't unde Convict' est sicut nobis constat' de Recordo Et Denar' ill' h'eas Coram nobis apud *Westm.* die, &c. prox. post, &c. ad reddend' prefat' A. de Deb'o & Dampnis pred' Et h'eas ibi tunc hoc Br'e Teste, &c.

A Fi. fa. in Case, upon a Promise.

As before usque—pro Dampnis suis que sustinuit tam occ'one non Performac'on' cujusd'm Promissio'n' & Assump-tion' eidem A. per prefat' C. nuper fact' q'm pro Mis. & Custag. suis, &c. circa Sectam suam, &c. ut supra.

A Fi. fa. in Trespass.

As before usque—pro Dampnis, &c. tam occ'one cu-jusd'm Transgr' super Ca. eidem A. per prefat' C. nuper illat' quam pro Mis. & Custag.—If for the Defendant, say, pro Mis. &c. circa Defenc'on' su' in quad' acc'one Transgr' ad sect' pred' &c.

A Fi. fa. in Covenant.

As before usque—pro Dampnis, &c. tam occ'one fracc'onis cujusdem Convenc'on' int' prefat' C. & predict' A. nuper fact' q'm pro Mis. & Custag. &c.

A Fi.

A Fi. fa. in Ejectment.

Pro Dampnis suis que sustinuit occasione cuiusdam Transgr.
 & hęc'on' firme prefat' A. per pred' C. Vi & Armis &
 contra pacem nostr' apud, &c. in Com' tuo illat' &c.

A Fi. fa. against an Executor, and Administrator.

Quod de Bonis & Catallis que fuer' A B. defunct' nuper
 dis' &c. tempore Mortis in Manib' & Custod' C D. Exe-
 cutor' Test'i & ult' Voluntar' pred' A. in Balliva tua Fieri
 fac' &c. — *Against an Administrator.* — Quod de Bonis &
 Catallis que fuer' C D. Defunct' tempore Mortis sue in
 Manib' & Custod' E F. Administrator' omin' & singulor'
 Bonor' & Catallor' Jur' & Creditor' que fuer' pred' C. tem-
 pore Mortis sue, &c. in Balliva tua Fieri fac' &c.

Note, there may be a *Testatum Fi. fa.* to another County,
 where the Defendant hath not Goods and Chattles enough
 in the County where the Action is laid to satisfy the Exe-
 cution, but hath sufficient in the other.

A Writ of Elegit.

Georgius, &c. Vic' S. salt'm Cum A B. nup. in Cur. nostr'
 coram nobis apud *Westm.* per Bill' sine Brevi n'ro ac per
 Judic' ejusd'm Cur' recuperavit vers' C D. 100*l.* de Deb'o
 necnon 40*l.* pro Dampnis suis que sustinuit tam occasione
 detenc'on' Debiti ill' quam pro Miss' & Custag. suis per ip'm
 circa Sectam suam in hac parte appoi't unde Convict' est
 sicut nob. constat de Recordo Posteaque pred' A. venit in
 Cur' n'ra coram nobis & Elegit sibi Liberari omnia Bona
 & Catalla pred' C. preter Boves & affros de Carruca sua
 Et simil' medietat' omn. & singulor' Terrarum & Ten-
 tor'm pred' C. in Balliva tua juxta formam Statuti inde
 nuper Edit' & Provis. quousque Debit' & Dampna pred'
 plenar' inde Levaverit Ideo tibi Precipimus quod omnia
 Bona & Catalla predict' C. in Balli'a tua preter Boves &
 affros de Carruca sua & s'ilic' medietat' omniu' Terrar' &
 Ten'tor'm pred' C. in Balli'a tua de quibus pred' C. die,
 &c. Anno Regni n'ri, &c. quo die Judic' pred' redditum
 fuit vel unquam postea fuit scil' sine dilatione Liberari fac'
 per

per ra'onabil' pretiu' & Extent' Tenend' sibi ut Bona & Catalla sua propr' Acetiam Tenend' Medietat' Terr' & Tenement' pred' ut Liberum Tenement' suu' sibi & Assign' suis juxta formam Statut' predict' quousque Debit' & Dampna predict' inde levaverit Et qualiter hoc Breve n'ru' fueris Execut' nobis apud Westm. die, &c. Constare facias sub sigillo tuo & sigillo eorum per quoru' sac'm Extent' & Apprecacon' ill' feceris Et h'eas, &c.

There may be an *Elegit* after an *Elegit*, upon Discovery of more Lands, but not otherwise, when the Writ is returned and filed.

As to the Writ *Scire facias*, after the Year and Day of the Judgement it may be had of course without Motion, unless the Judgement be above ten Years standing; for then the Plaintiff must move the Court for a Rule for a *Sci. fac.* before he can make out such Writ. This Writ ought not to be granted, if the Record be not in Court; the Record being the Warrant for the *Sci. fac.*

A *Sci. fac.* may be traversed before Judgement given upon it, but not after: But a Writ of Error may be brought to reverse the Judgement given on the *Sci. fac.* if the Writ on which it was grounded was not good. If the Sheriff returns a *Scire fecit* and the Defendant does not after a Rule given (of 4 Days) appear and plead, the Plaintiff shall have present Execution: But the Defendant may appear and plead a Release, Satisfaction, &c. If the Sheriff returns a *Nihil habet* on the first, you must give him an *Alias Sci. fac.* and if he returns that *Nihil* also, it amounts to a *Sci. fecit* and the Plaintiff after a Rule given may enter up Judgement of course, and sue out what Execution he pleases.

Where either of the Plaintiffs or Defendants die, there cannot be Execution sued of the Judgement 'till a *Sci. fac.* issued out, and Judgement thereupon.

A Scire Facias in Case

Georgius, &c. Vic' J. salt'm Cum A.B. nuper In Cur' n'ra coram nob. apud Westm. per Billam sine Brevi n'ro ac per Judiciu' ejusd'm Cur' recuperavit vers' C.D. viginti lib' pro Dampnis suis que sustinuit tam occa'sione non Perfor'macon' quarund'm Promission' & Assumpcion' per ip'm C. eid'm A. nuper fact' quam pro Mis. & Custag. suis per ip'm circa Sectam suam in ea parte appoi't unde id'm C.D. Constat' est sicut nobis constat de Recordo Jamque ex parte predict'

predict' *A.* in Cur' n'ra coram nobis accepimus Quod licet Judiciu' inde reddit' sit Execuc'o tamen de Dampnis pred' sibi adhuc restat' faciend' unde nobis supplicavit id'm *A.* sibi de Remedio congruo in hac parte provideri Et nos in hac parte fieri volentes quod est justum Tibi precepim' quod per probos & leg'les homines de Balli'a tua *Scire fac.* pre-far' *C. D.* Quod sit coram nob. apud *Westm'* die, &c. ad ostend' si quid pro se h'eat vel dicere sciat' quare predict' *A.* Execuc'on' su' &c. juxta Vim formam & effectum Recti-perac'on' pred' vers. eum habere non debet Et habeas ibi no'ia eor' per quos ei *Scire fac.* & hoc bre' Teste, &c.

Sci. fac.
against
Bail.

The Writ of *Scire facias* also lies against *Bail* to an *Acti-on*; and if upon a *Scire fac.* or two *Nibils* return'd, the *Bail* do not appear, Judgement will be entered against them.

Upon a *Ca. sa.* against the Principal, and *non est Inventus* return'd by the Sheriff, then a *Sci. fac.* may be issued out against the *Bail* to shew cause why the Plaintiff should not have Execution against them: And if the Sheriff return *Nihil*, a second *Sci. fac.* must be awarded, which being re-turned also with a *Nihil*, the two Writs of *Sci. fac.* are to be taken out in the Office upon Remembrance, with the Returns of them; and Rules being thereupon given and filed, if the *Bail* do not shew cause to the contrary, Judgement shall be entered against them by Default, whereupon the Plaintiff may take out Execution against them, either by *Fieri facias*, or *Elegit*, &c.

When Part
of the
Debt Levi-
ed, Bail
liable for
residue.

The Plaintiff if he please may Levy part of the Debt on the Defendant's Goods first; and after resort back to the *Bail* for the Residue: But if he take the Defendant's Body in Execution, he cannot meddle with the *Bail* at all. There must be 7 Days exclusive between the *Teste* and Return of every *Sci. fac.* against *Bail*; as also, of every *Ca. sa.* to warrant a *Sci. fac.* against them, and the *Ca. sa.* ought to be delivered to the Sheriff 4 Days before the Return be out: But by some of our Books, there ought to be 15 Days between the *Teste* and Return of these Writs; and the Delivery to be 8 Days before the Return.

Where *Bail* is put in to an *Action* in this Court, the *Sci. fac.* against them must be always issued into *Middlesex*, because all *Bails* to *Actions* are suppos'd to be in Court, which is in *Middlesex*.

Of Writs of Error, in B R.

A Writ of Error, is a Writ issuing out of *Chancery*, that Writ of lies where Judgement is given in any Court below, or in *C B*: Error do^t and is returnable only in *B R*. And if upon the Transcript *fined* of the Record into the *King's-Bench*, it appears to the Court that there is Error in the Record or Process, or in giving of the Judgement, then the Judgement is reversed; but if there be none, then it is affirmed with double Costs.

This Writ of Error must have 15 Days between the *Days be- Teste* and Return, and be returnable *ubicunque*, and not on *tween Teste a Day certain*, but on a common return Day; and so like- *and Re-* wise must all Process thereupon: And if the Sheriff, &c. *turn* to whom it is directed, shall give Notice to the Plaintiff in Error, to shew cause why Execution should not be on the Judgement, and make a Return to that purpose: Then you are to give a Rule of course with the Secondary for the Plaintiff in Error, to assign his Errors by such a Day, which if he shall not do before the Rule is out, the Plaintiff in the original Action may take out Execution against him.

If the Sheriff, &c. summon not the Plaintiff in Error on *Return of* the first *Sci. fac.* but returns a *Nihil*; then you must have *this Writ*, an *Alias sci. fac.* returnable 15 Days after the Return of the first *Sci. fac.* Upon which last *Sci. fac.* if the Sheriff shall again return *Nihil*, these two *Nibils* so return'd, in Law amount to the Return of a *Scire feci*. If the Plaintiff in Error shall assign Errors to be in the Record, then the Defendant must plead *in Nullo est Erratum*, and thereupon enter the Cause with the Clerk of the Papers, for the Errors to be Argued: But, if the Error assign'd be Special, or Matter of Fact, he must not plead this Plea too suddenly.

You shall not assign that for Error, which you might *Error as* have pleaded to the Action: And if the Plaintiff here in *sign'd* assigning Errors upon a Judgement in *C B*. alledges *Dimi- Pleading* *nution, viz.* That there is some Part of the Record not re- *See* turned; then he must pray a *Certiorari* to bring them into Court, and enter them on Record; and the Defendant in Error, having given a Rule for a Day to return the *Certiorari*, if it be not return'd the Plaintiff will lose the Benefit if it, and then you may proceed by *nullo est Erratum*; but if the *Certiorari* be return'd and entered, then you are to take a Copy of it, and proceed as Council shall advise. And if the Plaintiff in Error shall alledge *Matter in fact*, as Nonage, or Death of the Plaintiff before Judgement, &c.

the Plaintiff in the Action, must plead thereto, that the Plaintiff in Error, was *plene Etatis*, or *in plexa vita Tempore redditionis Judicii*, and take Issue thereupon, and try the same as you do any other Issue.

*Judiciu
Revert.*

Where Judgement is given against the Defendant, and a Writ of Error is brought, and the Judgement is reversed, there shall be only a *Judicium Revocetur*, &c. entered without Costs; and no new Judgement be entered: But where Judgement is given for the Defendant, and it is reversed by the Plaintiff, there the Court which reverses the Judgement, shall give Judgement for the Plaintiff as the other Court ought to have done.

*Writ of
Error de
Recordo
cor. vob.*

Besides, the Writs of Error I have mention'd, there is a Writ of Error which lies when the Record is already in B R. and therefore called a Writ of Error *de Recordo quod coram vobis residet*; it may be brought for any Error in the Record, as Want of an Original, &c. or touching *Matters in fact*, as Nonage, Death of the Party, &c. which must be sued out and allowed as an *Audit Querel.* and copied and filed with the *Custos Brevium*, and then being entered at the End of the Judgement, you must assign your Errors, and make out your Writs of *Sci. fac. ad audiend' Errores* against the Plaintiff in the Judgement, and give Rules as before is directed; and if the Plaintiff in the Judgement will not appear, the Errors shall be taken *pro Confesso*, and the Judgement be reversed.

This Writ of Error also lies, where the Record of a Judgement is removed by Writ of Error from other Courts, and the Writ of Error is quash'd for Death of the Plaintiff in Error, or other like Causes; the Heir or Executor of the Person dying, may have this Writ. And hence we may observe there is no need of bringing a Writ of Error in Parliament to reverse a Judgement in this Court, if the Errors be only in *Matters of Fact*, and not for *Matters in Law*, where the Proceedings were by Original.

*Error on
Bill, Ori-
ginal, &c.*

To reverse a Judgement in *this Court*, where the Proceedings were by *Bill*, &c. You must allow your Writ of Error with the Clerk of the Errors in the *Exchequer Chamber*; and proceed by *Sci. fac.* upon Rules given as above, the Method wherein the Clerk of the Error will direct you: But when such a Judgement shall be reversed or affirmed in the *Exchequer Chamber*, then the Transcript of the Record thereof will be remitted back to this Court, to be entered up at the End of the Judgement here: And if such Judgement shall be affirmed in the *Exchequer Chamber*, yet a Writ of Error may be brought thereupon returnable in Parliament.

In Actions by *Original*, and Judgments thereupon, no Writ of Error lies but what must be returnable in Parliament; which, being expensive to purchase, and great Costs given thereon, it is the most prudent Way when you sue for Estates in Land, or considerable Debts or Damages, to proceed by *Original*, as the most effectual Means to prevent Delays in Execution.

If you would bring a *Writ of Error in Parliament*, to reverse a Judgment in B. R. you must get the Cursitor to procure a Warrant from the King, which will cost 5 l. And you are to allow it with the Clerk of the Errors, and pay him 4 l. And then the Lord Chief Justice of this Court carries the Record, and a Transcript thereof up to the House of Lords in full Parliament, and after they are examined there, leaves the Transcript with the Lords, but brings back the Record: And then if you are for the Defendant in Errors, you must get some Lord to move that the Plaintiff in Error may assign his Errors; but if for the Plaintiff, get him to move, that upon your assigning Errors the Defendant may appear and make his Defence, and Counsel be heard on both Sides: Then after Judgment is either affirmed or reversed, the Clerk of the Parliament will remand the Transcript into this Court, with the Affirmation or Reversal thereof, to be entred upon the Record.

A Writ of Error is sometimes brought in this Court, to reverse a Judgment given in the *King's Bench in Ireland*; to proceed wherein you must procure a Writ from the Cursitor directed to the Chief Justice of the Court of B. R. in Ireland, requiring him to Summon the Plaintiff in the Action there, to appear here in this Court, to Answer the Errors; whereupon the Errors are Argued, &c.

The Prosecuting Writs of Error being a curious Business in the Practice of the Law, I shall here add (from the Proceedings of a Cause in this Reign) the Pleadings, Writs and Processes, with Directions in suing them out, from the Beginning to the End of this Prosecution.

Error Assign'd, for Want of Original, &c.

B. } Postea scilicet die Ven'is prox' post Octab' Sti Hil-
v' } lar' isto eod'm Termino coram D'no Rege apud
M. } Westm' ven' pred' Joh'es B. per Thomam P. Attor-
torn' sum, Et dic' qd' in Record' & process' per Ac etiam
in Redd' one Judicii pred' manifeste est Errat' in hoc vi-
delicet qd' vbi' per Record' pred' apparet qd' Jud'um pred'

in forma pred' reddit' reddit' fuit pro prefat' Jacobo M. versus ip'm Joh'em B. Tamen per Legem t're Regni Anglie Judicia illud reddi debuisset pro eod'm Joh'e v'sus pred' Jacobum. Ioque in eo manifest' est Erratu' Errat' est etiam in hoc q'd vbi' Record' & Process' pred' apparet q'd pred' Joh'es in Loquela pred' per Georgium W. Attorn' suum comp'uit Id'm tamen Georgius W. nullu' h'uit Warrant' Attorn' de Recordo ad comparend' pro eod'm Joh'e ad Secta' pred' Jacobi in pl'ito pred' per Br'e d'ci Dom' Regis nec sine Br'i ipsius D'ni Regis Ioque in eo manifeste est Erratum Errat' est etiam in hoc qd' vbi' per Record' & Process' pred' apparet qd' pred' Jacobus in Loquela pred' querebat de eod'm Joh'e B. per Georgiu' R. Attorn' suu' Id'm tamen Georgius R. nullu' h'uit Warrant' Attorn' de Recordo ad comparend' pro eod'm Jacobo v'sus pred' Joh'em in pl'ito pred' per Br'ia d'ci D'ni Regis nec sine Br'i ipsius D'ni Regis Ioque in eo manifeste est Erratu' Errat' est etiam in hoc videlicet qd' per Record' pred' Certificat' q'd pred' Joh'es B. Attach' fuit ad Respondend' pred' Jacobo de Pl'to Transgr' super Casu' id'm tamen Joh'es dic' q'd est nullum br'e Original' ad Warrantizand' Attachiamen' pred' in Narr' pred' in Recordo pred' specificat' in pred' d'ci Cur' D'ni Regis de Banco de Recordo affilat' remanen' Ioque in eo manifeste est Erratum, Et pet' id'm Joh'es B. sep'al' B'ria d'ci D'ni Regis un' eor' Petro King Mil' Capital' Justic' d'ci D'ni Regis de Banco pred' dirigend' & aliud eor' prehonorable Hen'ro Vicecomit' St' John Baron' de Battersea custod' brium' & Rot'lor' Cur' d'ci D'ni Regis de eod'm Banco dirigend' ad testificand' in hac parte d'to D'no Regi plenius inde veritatem, Et ei conceditur, &c.

W. HALL.

If the Judgment be obtained upon a Verdict, the Want of a Warrant of Attorney, and Original, is help'd by the Verdict. But if the Plaintiff in Error assigns his Errors in Manner aforesaid, then the Defendant in Error may plead thus;

Hill' 5to G. R.

B.
&
C.

In Nullo est Errat'

Per Edru' H. fol. ii s. iv d.

Then the Defendant in Error after this Plea pleaded, may move for Council, draw up the Rule, and enter the Cause with the Clerk of the Papers to be Argued.

But

But if the Judgment goes by Default, and the Plaintiff in Error assigns his Errors *ut supra*, then the Defendant in Error must get a Rule for the Plaintiff in Error to return his Certioraries, and serve him with a Copy of it, which Rule is in Manner following, *viz.*

Hill' 5to G. R.

M. } Martis in C'ro pnr' b'te Marie ad Retorn' se-
& } pal' Br'ia de Certiorar' &c.
B. }

You must make out your Certioraries as prayed in the Assignment of your Errors. And if the Error be for Want of an Original, your Certiorari must be directed to the Custos Brevium: If for Want of Warrant of Attorney, to the Lord Chief Justice.

The Certioraries are engrossed on double 3 s. Stamps, and must be signed as a *Latitat*, for which you pay 1 s 8 d. each; and then sealed in like Manner, for which is paid 7 d. each; then carried to the Custos Brevium to be allow'd and return'd; for Allowance and Return whereof you pay 19 s. 4 d. After you have got the same allow'd and return'd, you must file them with Mr. *Hawley*, who signs the *Latitars*. The Form of these Writs is as followeth.

The Form of the Certiorari.

Georgius Dei Gra' Magn' Britan' Franc' & Hib'nie Rex Fidei Defensor' &c. dilecto & fideli n'ro Henrico Vicecomit' St. John Baron' de Battersea Custod Br'iu' Cur' n're de Banco Westm' volentes c'tis de Causis Certiorari utrum quodd'm Br'e Original. int' Joh'em S. Administrator' omnium & singlor' Bonor' & Catallor' &c. & Joh'em B. de P'ito Transgr' super Casu' ad Dampnu' ip'ius Joh'is S. Trecent' Libr' sub Custod' tua h'etur de Recordo, Nec ne tibi mandam' q'd scrutar' Brevib' Originalib' & aliis Memorandis de pred' Cur' de Banco de London' de Term'o Pasche Anno R'ni n'ri quarto affilat' sub Custod' tua existen' Et quid' de Br'i pred' int' partes pred' invent' una cu' Integro Retorn' ejusd'm Br'is nobis indilate ubicunq; tunc fuerim' in Anglia Certific' & het' Br'e T. Jo'e Pratt Mil' apud Westm' 23^o die Januarii Anno Regni n'ri quinto.

HOLT & VENIRIS.

If there be an Original filed of Trinity Term, the Plaintiff in Error should make out his Certiorari of Easter Term, &c. and get it returned that there is no Original of that

that Easter Term; then the Defendant in Error must make out his Certiorari, and get it returned that there is an Original filed of Trinity Term, and may plead as follows, viz.

Hill' 3to G. R.

S.

& In nullo est Errat'

B.

Per C. H. fol' ii s. iv d.

The Certiorari *ex parte Defendens* in Error' is filed with the proper Person: And the Defendant in Error after the Plea pleaded, is to move pro Consiliu', draw up the Rule, and enter the Cause to be Argued. But if the Defendant in Error, after the Plaintiff in Error hath sued out his Certiorari and got it returned that there is an Original, and filed it as before directed, doth not sue out his Certiorari and plead as before-mentioned, then the Plaintiff in Error must sue out a *Sci' fac'* to compel him thereto.

A Scire facias in Error.

Georgius Dei Gra' &c. Vic' London' Salt'm quia in Record' & Process' ac etiam in reddicon' Judicii loquele que fuit in Cur' nostr' de Termino Sti' Hillar' Anno Regn' n'ri Primo cor' Petro King Mil' & Sociis suis Justic' n'ris de Banco per Br'e n'rum int' Joh'em S. &c. & Joh'em B. de quad'm Transgr' super Casu' eidem Joh'i S. per prefat' Joh'em B. illat' ad Dampnu' ip'ius Joh'is S. Cent' Libr' ut dicit' Error' int'venit manifest' ad grave Dampnu' ip'ius Joh'is B. Sicut ex querela sua accepim' cui quid'm Judic' Record' & Process' inde coram nob' nuper certis de Causis venire fecim'. Et nos Error' si quis fuit modo debito corrigi & partib' pred' plenam & cel'em Justic' fieri volent' in hac parte vobis precipimus q'd per probos & leg'les homines de Balli'a v'ra Scire fac' prefat' Joh'i S. q'd sit cor' nob' in O'rab' Sti' Hillar' ubicunque tunc fuerim' in Anglia audiat' Record' & Process' pred' si sibi viderit expediri Et ult'ius fac'ur' & receptur' q'd Cur' n'ra cora' nob' Conf' in hac parte & h'eat ibi no'ia eor' per quos ei scire fac' & hoc Br'e. T. J. Pratt apud Westm' &c.

HOLT & VENTRIS.

Return

Return of the Sci' fac'

Virtute istius Br'is nobis direct' per Will' K. Thomam L. &c. probos & leg'les hoies de Balli'a nostra scire fecim' infra noiat' Johan' S. q'd sit cor' D'no Rege infrascript' ubicunque, &c. ad diem infra content' &c. prout int'ius nobis precipitur.

Respons' P C. & H. M. Vic.

Upon this, the Defendant in Error sues out his Writ of Certiorari, and Pleads; and the Errors are Argued and Determined, whereupon the Judgment before given is affirmed or made void, and Execution Granted, &c.

Entry of a Writ of Error on a Judgment in C B. and the Proceedings thereupon.

Dominus Rex Mand' dilecto & fidel. suo P. King, Mil' Error Aj-Capital' Justic' suo de Banco breve suum clausu' in hęc sign. verba s. *Georgius Dei Gratia, &c (reciting the Writ of Error and Return, and the whole Record)* Postea scilt' dic, &c. Ven' pred' C. per Attorn' suum, & dicit quod in Record' & Process' pred' ac etiam in Reddic'one Judicii loquel' pred' manifeste est Errat' in hoc videlt' quod per Record' pred' apparet quod Judic' pred' in form' pred' reddit' fuit pro pred' A B. v'sus pred' C D. ubi per Legem Terre Judic' ill' reddi debuisset pro pred' C D. versus prefat' A B. Ideo in eo manifeste est Erratum. Et per' id'm CD. Br'e dict' D'ni Regis ad premuniend' pred' A B. essend' cor' dict' D'no Rege auditur Record' & Process' pred' & ei conceditur &c. per quod precepr' est Vic' pred' quod per probos & leg'les homines &c. Scire fac' prefat' A B. quod sit coram D'no Rege a die Pasche in quindecim dies ubicunq; &c. auditur Record' & Process' pred' si &c. Et ult'ius &c. id'm dies dat' est prefat' C D. &c. Ad quem diem coram Domino Rege apud Westm' ven' pr'dict' C D. per Attorn' suum pred' Et vic' non misit inde Breve Et pred' A B. ad eund' diem solemnit' exact' per &c. Attorn' suum scilt' ven' super quo idem C. ut prius dicit quod in Recordo in Process' pred' ac etiam in Reddic'one Judic' pred' manifeste est Errat' allegando Error' pred' per ip'm in forma pred' allegat' & per' q'd Judiciu' pred' ob Error' & al' in Record' & Process' pred' existen' revocetur annulletur & penitus pro nullo h'eat Et quod ipse ad om'ia que occ'one Judicii pred' amisit

*Rejoin'd
Error.*

amisi restitatur, Et quod Cur' dict' D'ni Regis hic procedat tam ad Examinac'on' Record' & Process' pred' quam mater' pred' superius pro Error' assign' Quodq; pred' A B, ad Error' rejoinen' &c. Super quo id'm A B. dicit quod nec in Record' & Process' pred' nec in Reddic'one Judic' pred' in ullo est Erratum, Et pet' q'd Cur' D'ni Regis hic procedat tam ad Examinac'on' Record' & Process' pred' quam Mater' pred' sup'ius pro Error' assign' Et quod Judic' pred' in o'ib' affirmet Sed quia Cur' dict' D'ni Regis nunc hic de Judicio suo de & super premiss' reddend' nondum advisatur dies inde dat' est partib' pred' coram Domino Rege apud Westm' usque &c. Ad quem Diem coram D'no Rege apud Westm' ven' partes pred' per Attorn' suos pred' Super quo visis & per Cur' D'ni Regis nunc hic plen' intellectis o'ib' & sing'lis Premissis diligenterq; examinat' & inspect' tam Record' & Process' pred' ac Judic' super eisd'm reddit' q'm pred' Causis & Mater' per pred' C. superius pro Error' assign' pro eo q'd videtur Cur' D'ni Regis nunc hic quod nec in Record' & Process' pred' nec in Reddic'one Judicii pred' in ullo vitiosu' aut defectivum existit ac quod Record' ill' in nullo fuit Erratum Conf. est quod Judic' pred' in om'ib' affirmet ac in omni robore stet & effectu dictis causis & mater' superius pro Error' assign' in aliquo non obstan' Et ult'ius per Cur' D'ni Regis nunc hic consideratum est quod pred' A B. reciperet vers' prefat' C D. Decem Libr' eid'm A B. per Cur' D'ni Regis nunc hic secundum formam statut' in hu'mo'i Casu nuper Edit' & Provis' adjudicat' pro Mis' Custag' & Dampn' suis que sustinuit Occ'one Dilac'on' Execuc'on' Judicii pred' pretextu prosecuc'on' pred' Br'is de Error' Et q'd pred' A B. h'eat inde Execuc'on' &c.

*Judic' af-
firm'*

Custag'

If the Judgment be Reversed.

Pro eo quod videtur Cur' D'ni Regis nunc hic quod in Record' & Process' pred' ac etiam in Reddic'one Judicii pred' manifeste est Erratum Conf. est q'd Judicium pred' ob Error' ill' & al' in Record' & Process' pred' reversetur annulletur & penitus pro nullo h'eat Et quod pred' C. ad o'ia que occ'one Judicii amisi restitatur, &c.

New Act. NOTE, By the new Act 5 Geo. c. 13. it is Enacted, That all Writs of Error, wherein there shall be any Variance from the Original Record or other Defect, may be amended by the Court, and made agreeable to such Record: And where any Verdict hath been given in any Action, Suit, &c.

in any of His Majesty's Courts at *Westminster*, or in any other Court of Record, the Judgment thereon shall not be staid or reversed for any Defect or Fault, in Form or Substance, in any Bill, Writ, &c. or for Variance in such Writs from the Declaration or other Proceedings.

Of Actions remov'd by Habeas Corpus, and Certiorari's, in B. R.

An Action may be Remov'd out of an Inferiour Court of Record into B. R. as well by a Writ of *Certiorari* issuing out of this Court, as by a *Habeas Corpus cum Causa*.

In Suing a *Habeas Corpus*, you must know the *Stile of Writs* how the Inferior Court, as a Direction to make out your Writ: *made out.*

The *Stile of the Marshal's Court* is, *Judicibus Cur' Palatii n'ri Westm' & eor' cuilibet salt'm.* The *Sheriffs of London's Court*, *Majori Aldermannis & Vic' London' & eorum cuilibet Salt'm, &c.* And if it be to remove a Cause from the Marshal's Court, having made your *Habeas Corpus ad faciend' & recipiend'* on a Piece of Parchment cut like a Bailpiece, write your Fiat in Court-Hand, thus:

Cur' Pall' ff. Fiat br'e de Habeas Corpus pro A. B. ad fac' & rec' ret' immediate.

Brooks }
Attorn' }

And then make a Ticket in Paper, in this Manner:

Cur' Pall' ff. Habeas Corpus pro A. B. ad fac' & rec' ret' immediate.

Then you are to carry your *Habeas Corpus* with the Fiat Offices, and Note to the King's-Bench Office to be stamp'd, for which you pay 6 s. 8 d. in Term Time, and 7 s. 8 d. in Vacation; afterwards you must seal it as other Writs, and carry it to the Inferior Court to be allowed. The Parchment for the *Habeas Corpus* must be likewise stamp'd with 5 s. Stamps.

Some few Days after Delivery, you are to call for the Return, and carry it to a Judge's Chamber, where you must put in Special Bail, let the Action be never so small, (except the Defendant be Executor or Administrator;) and on putting in Bail, you pay a Fee of 7 s. 4 d. and the Plaintiff's Attorney may serve the Defendant's Attorney with a Rule for a *Procedendo*, if Bail be not put in in Time, viz. within six Days in Vacation, and four in Term.

If your *Habeas Corpus* be directed to any Inferior Court Writs Returnable within 5 Miles of London, it is made returnable immediate: *tornable.*

But

But if above 5 Miles distant, it must then be return'd on a Day certain. And if the Defendant be actually a Prisoner, he shall not be Discharg'd out of Prison till the Bail on the *Habeas Corpus* be accepted or justified in Court; to prevent difficulty wherein, it is adjudg'd best to put in Bail to the Action in the Inferior Court, and then bring the *Hab. Corp.* But if the Defendant cannot find Bail, and would be remov'd to the *King's-Bench Prison*; you must Deliver your *Habeas Corpus* there, and they will make you a Return, and send an Officer with the Defendant to a Judge's Chamber, and a *Commititur* being made the Judge's Tipstaff takes the Prisoner into his Custody, and Charges him in the *King's-Bench Prison*. If the Defendant be in Custody of a Bailiff, or in *Newgate*, and would be turn'd over, the Practice is the same: You deliver a *Habeas Corpus* directed to the Sheriff of *Middlesex*, and he after Search in his Office for what Writs he hath against the Defendant, will make return of them, and then the Keeper of *Newgate* or his Officer is to carry the Defendant to a Judge's Chamber, where he will be turned over, *ut supra*. And the like Course is taken to remove a Prisoner from the *Fleet*, to the *King's-Bench Prison*; only the Warden of the *Fleet* will sometimes stand out two *Habeas Corpus's* before he will resign his Prisoner.

Hab. Corp.
Executed.

In these Cases before you deliver your *Habeas Corpus*, it is a good Method to agree with the Officer for carrying the Prisoner to the Judge's Chamber, and provide a Tipstaff in readiness; and if you treat with the Marshal for Chamber Rent, and for the Defendant's Liberty upon Security, before you carry him over, you'll find your Account in it. The Fees usually paid are, at the Judges Chamber 11 s. 8 d. to the Tipstaff for carrying him over 10 s. to the Officer 10 s. And the whole Fees of suing a *Habeas Corpus* to Discharge a Prisoner from Confinement in common Cases, I have observ'd to be as follows:

	l.	s.	d.
The <i>Hab. Corp.</i> _____	0	18	4
Return _____	0	9	6
Officer _____	0	10	0
Mitt' & ret' _____	0	1	8
Clerk of the Papers _____	0	11	6
Tipstaff _____	0	6	8
Commitment Fee _____	2	6	4
Half Bond Fee _____	0	15	6
Total.	5	19	6

This

This Charge is for a Removal to the *Fleet Prison*; and you must also pay for searching if there be any other Actions entered against the Defendant at the Sheriff's Office; And if he be a Dignified Person, there is a Fee to the Warden of 5*l.* for Commitment, and Liberty of the Rules.

An Action under 5*l.* is not originally removeable from *What A* an inferior Court; so that where any Action is entered under that Sum, you must bring another Action there of *Actions not removeable.* 5*l.* or more at whose Suit you please, against the same Defendant, and then the *Habeas Corpus* removes both Actions together. You may deliver this Writ immediately before Trial; and you are to pay 4*s.* 10*d.* for the Allowance of it, sometimes more, when several Actions are against the Defendant; for you must return all the Causes with which he is there charged, with the *Habeas Corpus*.

A Habeas Corpus returnable in Court.

Georgius &c. Majori Alderm. &c. Sal'tm Precipimus vobis quod Corpus A B. in Prison' nostra sub Custod. vestra ut dicitur detent' salvo & secum Conduct' unacum die & Causa capc'onis & detenc'onis sue quocunque nomine id'm A. censeatur in ead'm h'eatis coram nob' apud Westm' die &c. prox. post. &c. ad respondend' C.D. de pl'to Debiti Ac ulterius ad fac' & rec' ea om'ia & singula que Cur' n'ra coram nob' de eo adtunc & ib'm Conf. in hac parte Et h'eatis &c.

If returnable immediately before the *Chief Justice*, say, coram dilecto & fidel' n'ro Joh'e Pratt Mil' Capital' Justic' n'ro ad pl'ta in Cur' n'ra coram nobis tenend' assign' apud Cameram suam situat' &c. (Serjeant's Inn) immediate post recepc'on' hujus Brevis ad faciend' & recipiend' ea om'ia & sing'la que id'm Justic' nostr' de eo adtunc & ib'm Conf. &c.

If returnable immediately before one of the *Puisne Judges*, Coram Joh'e F. Mil' un' Justic' nostr' ad Placita in Cur' n'ra coram nobis tenend' assign' apud Cameram suam &c. immediate post reception' hujus Brevis ad fac' & rec' &c.

A *Habeas Corpus* in vacation, must be returnable at a Day certain; as Hea'tis coram &c. die Lune quarto die Aprilis circa horam &c. ejusd' diei prox. post. recepc'on' &c.

Note, There is a *Habeas Corpus* ad Prosequend', ad Respondend', and ad satisfaciend'.

If

Procedendo
do.

If the Defendant hath put in Bail in this Court, on removal of a Cause hither by *Certiorari*, or *Hab. Corp.* and afterwards the Bail is disallowed by the Court: If the Defendant do not put in better Bail, such as the Court shall approve, a *Procedendo* may be had to carry it back again: For until the Bail is allow'd, the Court is not possess'd of the Cause, so as to proceed. After Bail is allow'd, a *Procedendo* ought not to be granted; by accepting the Bail the Plaintiff admits of the Jurisdiction of the Court, and then it is too late to move for a *Procedendo*.

Certiorari.

A *Certiorari* to remove a Cause being returned before a Judge at his Chamber, and no Proceeding is in the Cause afterwards: If the Plaintiff will move for a *Procedendo*, he must move for it before the Judge before whom the *Certiorari* was return'd, and not in the Court where the Cause is removed.

Rules

A Rule of course may be Entered, at the return of the *Certiorari*, for the Defendant to put in Bail within 6 Days after Notice given, or a *Procedendo* to Issue to the Inferior Court for the Plaintiff to proceed there.

A Certiorari to remove all Causes.

Georgius Dei Gra' &c. Majori &c. salt'm volentes certis de Causis Certiorari tam de om'ib' Querelis in Cur' nostr' coram vobis seu aliquo vestru' vers' A B. ad sc't' C D. levat' sive affirmat' (quam de quibuscunq; Attach' super Querel' ill' sive eorum aliqua in manibus &c. seu cor' alterius fact') vobis & cujuscunq; vestrum Mandamus quod Querel' pred' &c. cum omnibus ea sive eorum aliquod tangen' coram nobis apud Westm' die &c. prox. post &c. adeo plene & integr' prout coram vobis seu aliquo v'r'm resident' Mittatis una cum Hoc Brevis ut ult'ius inde fieri fac' quod de Jure & secundum Legem Regni n'ri Angl' fore viderimus faciend. Teste &c.

A *Procedendo*, is a Writ that goes to the Court from whence the Cause is remov'd, on it's appearing that there is no cause for it, &c. to proceed *Non Obstante* the *Hab. Corp.* or *Certiorari*. It ends with, *Procedatis cum Effectu aliquo Brevis vobis nup' in contrariu' direct' non Obstante &c.*

*Of Audita Querela's, and Proceedings on Statutes,
Merchant, in B. R.*

Audita Querela, is a Writ which lies where one is bound in a Statute or Recognizance, or Judgement is had against any in Debt, and the Body taken in Execution: If the Party so in Execution hath a Release or other Matter pleadable in his Discharge, but has no Day given in Court to plead it, he may Issue his Writ against the Person recovering. And it generally is had only in such Cases where the Party in Execution hath no other Remedy. *This Writ defined.*

In Prosecuting this Writ, you must make a *Præcipe* according as your Case is, and carry it to the Curfitor, who makes and seals your Writ; and then you are to bring it into Court for the Allowance (*Allocatur*) of the Secondary. If the Writ be grounded upon a Deed, after the Deed is prov'd in Court, and sufficient Bail put in, you may on Motion have a *Superfedeas*; but if it be not founded on any Deed, a *Superfedeas* cannot be had: And the Bail you put in, is not to render the Body or pay, &c. but absolutely to pay the Money. After this you must have a *Sci. fac.* or *Ven. fac.* to warn the adverse Party to shew Cause, &c. Upon which you ought to give Notice to the Party if you can; otherwise get two *Nibils* returned, and a Rule thereupon, by which the Court will proceed to Judgement, viz.

Quod Querens in Judicio nullam habebit Executionem Judicii sui.

The Writ of *Audita Querela* is then to be filed, and all the Proceedings entered on the Roll; the Judgement is to be mark'd, by writing under it a Memorandum that such a Term and Roll the said Judgement was vacated, to prevent any Execution thereupon. And if the Defendant Appears and Pleads, you must make up the Record, and proceed to Trial as in other Cases. *Writs filed.*

A Writ of Audita Querela:

Georgius &c. Justic' suis de Banco Sal'tm Ex gravi Querela A B. de &c. accepimus quod cum quid'm C.D. de &c. tali die &c. (reciting a Bond, and Judgement with a Release afterwards had) Et Postea &c. ipsius A B. &c. unde nobis humillime supplicavit sibi per nos de Remedio con-
gruo

gruo in hac parte provideri Et quia nolumus eid'm A B, in hac parte aliquant' injurari volentesq' fieri quod est Justum vobis Mandam' quod Andita Querel' ip'ius A B. in hac parte vocatisque coram nobis partib' pred' Anditisque hinc inde ear' rationab' eid'm A B. plenam & celerem Justitiam Fieri fac. pront de Jure & secundu' Legem & Conf. Regn' nostr' Angl' fuit faciend' Teste meipso apud Westm' die &c.

*Statute
Merchant.*

To proceed on *Statutes Merchant*, or *Staple*, you are first to carry your Statute or a Copy thereof, to the Clerk of the Crown in Chancery, who will make out a *Capias si Laicus*, upon which you return a *Nihil*, or a *Mortuus est* of course, thus :

Infra nominat' A B. Laicus est & non est Inventus, or, Mortuus est, in Balli'a mea.

G. H. Ar' Vic'.

*Extents
thereupon.*

Then you are to file this Writ and Return (after they are Copied) with the *Custos Brevium*, and make out Extents to the several Sheriffs of Counties where the Defendant hath any Lands; upon this each Sheriff is to Intpanel a Jury, and Enquire what Goods and Chattels Lands and Tenements the *Conuzor* hath, and make Return of all that can be found.

Upon which, the Attorney for the Plaintiff must bring an Ejectment for the Lands, and Trespass for the Goods, against those that detain them.

Of Proceedings against Privileg'd Persons, in B R.

*Privileges
of Peers,
&c.*

In the *Laws and Statutes* relating to the *Practice of an Attorney*, in the Beginning of my Treatise, I have inserted our Laws as they now stand as to the *Privileges of Peers and Members of Parliament*, and how and in what manner you are to carry on Prosecutions against them; so that I shall here immediately proceed to Suits against *Attornies*.

*Privileges
of Attornies,
and how
to proceed
against
them.*

If your Suit be against an Attorney or Clerk, or Officer of this Court, you are not to Arrest them; for they are Privileg'd in their Persons: To proceed against these, you are first to File a Declaration against the Party privileg'd, and then deliver him a Copy thereof, and give Rules in order for his Plea: And if your Declaration and these Rules are delivered and serv'd in time, he must plead the same Term. And the like to be observ'd if such Attorney, Clerk,

Clerk, or Officer be Plaintiff, and the Declaration is delivered and the Rules given in Time; for then the Defendant is to plead the same Term, and cannot imparl over to the next, tho' the Action be for Debt on Bond, and not for Fees. This ought to be remembered to prevent Executions when they are least fear'd.

Where an Attorney is Plaintiff, he cannot have special Bail, where a common Person cannot have it; unless it be for Fees as a Minister of the Court. Where one that is privileged in one Court, sues another who is privileged in another Court, he that is sued shall not have Privilege. A Serjeant at Law has no Privilege; nor a Barister who constantly attends this Court, but he ought to be sued in all transitory Actions in *Middlesex*, where his Business and Attendance lies. No Attorney, &c. ought to be privileged where he sues or is sued in *Auter Droit*, as if he be Trustee, Executor, &c. for his Privilege is personal, and not to be applied but as he is an Attorney of the Court; and therefore, he shall not have Privilege in an Action brought by him and his Wife, or where his Wife is arrested.

Privilege extends only to such Attornies, &c. who have an immediate Dependance on the Court, and not to their Servants, or Dependants. A privileged Person shall not be allowed his Privilege upon a Motion in Court; but he must appear and plead his Privilege. And an Attorney tho' he doth not practise, yet he shall have his Privilege, so long as he continues an Attorney on Record.

A Clerk of this Court may lay a personal Action in the County where the Court sits, tho' the Cause of Action did arise in another County; but not in real Actions, for Privilege does not extend to such. One that hath a Suit depending in this Court, is privileged from Arrest in attending the Court, and going to, and from the same from his House or Lodgings.

Where an Action is brought against any Attorney, &c. of this Court, without filing a Declaration against him, he may plead his Writ or Attachment of Privilege, and supersede the Action.

An Attachment of Privilege.

Georgius, &c. Vic' S. salutem. Precipimus tibi quod Attachias A B. C D. &c. si Invent' fuerint in Balli'a tua & eos salvo Custod' ita quod h'eas Corpora eor' cor' nob' apud Westm' die, &c. prox' post, &c. ad Respondend' E F. Gen' un' Clericor' Rolandi Holt, &c. capital' Cl'icor' nror' ad

K

Placita

The PRACTISING ATTORNEY: Or,

Placita in Cur' nostr' cor' nob' irrotuland' assign' juxta libertat' & Privileg' pro humo'i capital' Cleric' & ejus Clericis a Tempore ejus contrarij Memoria hominum non existit nunciat' & approbat' in ead' m'de Pl'ito, &c. Et h'cas ibi tunc hoc Bre Telle, &c.

If for an Attorney, say, Ad Respondend' E F. Gen' un' Attorn' in Cur' nostr' cor' nobis existen' juxta Libertat' & Privileg' pro hujusmodi Attorn' a Tempore ejus contrar' &c.

Of Originals in B R.

*Originals
little us'd
in B R.*

Attornies being better skill'd in the Method by Bill, &c. Originals are little used in this Court; but in some Cases, as in Ejectment, &c. the Practice of it is necessary to be understood: And there is this Advantage, that a Writ of Error upon a Judgment in Ejectment, by Original, cannot be brought, or at least is not returnable, but during the Sitting of Parliament, which is of great Use for the speedy getting into Possession.

*Proceed-
ings on
Originals.*

The Proceedings in this Court by Original, are the same in Effect with those of C B. only it does not meddle here in Actions of Debt, Detinue, Covenant, or Account, tho' it does in all other personal Actions; whereas the Court of C B. in their Proceedings by Original, take in all manner of Actions whatsoever. But in both Courts it is made use of for two Purposes, viz. either to Arrest the Party, or sue him to the Outlawry.

Arrest.

To proceed to arrest, by Original, if your Action be Trespals, you must draw a *Precipe*, thus:

London ff. Si A B. fec' &c. tunc Pone, &c. C D. super dc, &c. ad Respondend' prefat' A B. de Pl'ito quare Vi & Arm' Clausum & Domum ip'ius A. apud Parochiam beate Marie de Arcub' in Warda de Cheape fregit & alia Ehor- ranta ei intulit' ad grave Dampn' ip'ius A. & contra Pacem, &c.

Orig' Ret' in Banco Reg' in Octab' S'ti Hillar'
&c. Ubicunque, &c.

E F. Attorn' pro Quer'.

For Assault and Battery, Ejectment, and other Actions, an Original may be had; but the most usual Original in this Court, is for Actions of Trespals upon the Case, which ought to set forth the whole Declaration, and is as follows:

LAWYER'S OFFICE.

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An Original in Transgr' sur le Case.

Midd' ff. Si A B. fec' &c. tunc pon' C D. nup' de &c. in Com' tuo Yeom' de Pl'ito quare cum id'm A. (tali Die & Anno, &c.) ad sp'iales instanc' & requisicon' pred' C. Barganizasset & Vendidisset prefat' C. vigint' virgat' (ang'ce Yards) Panni lanei lati (ang'ce Broad Cloth) ad Ratam & Prec' decem & quinq' solidor' pro qualib' virgat' inde Ac' etiam alias viginti Virgat' al' Panni lanei lati ad Ratam &c. inde pred' C. Postea scilt' (eod'm die Anno & loco Supra dict') in Com' pred' in Conf. inde super se Assump' & eid'm A. ad tunc & ibid' fidel' promisit quod ipse prefat' C. pred' Denarior' summas proinde in toto se attingen' ad &c. libr' legal' monet' Magn' Britann' eid'm A. super Diem &c. bene & fidelit'r solvere & contentare vellet. Cumque etiam pred' C. Postea scilt' die, &c. supradict' in Com' pred' indebitat' fuisset prefat' A. in alijs &c. libr' leg'lis monet' Britan' pro &c. per ip'm A. prefat' C. ante Tempus illud vendit' & deliberat' pred' C. in Conf. inde ad tunc & ibid' super se Assump' & eid'm A. fidelit'r promisit quod ip'e prefat' C. pred' &c. libras nlt' menc'onat' eid'm A. similis ad vel super diem &c. pred' bene & fideliter solvere & contentare vellet Et id'm A. in facto dicit quod pred' C. Postea scilt' tal' die &c. supradict' in Com' pred' tamen Promission' & Assumpcon' suas pred' minime curans sed Machinans & fraudulententer intendens &c. nondum solvit &c. sed ad hoc faciend' pred' C. (licet per eund'm A. sep'ius requisit') penitus recusavit & adhuc recusat ad Dampnum ip'ius A. Cent' Librar' &c. Orig' Ret' in Banco Regis in &c. ubicunque, &c.

The Writ begins, *Georgius* dei gratia &c. Vic' &c. salt'm si C D. fecer' te Secutum de Clam' suo prof. tunc pone per vad' & salu' pleg' &c. quod sit coram nob' apud *Westm'* die &c. quare cum predict' &c. Die & Anno, apud Paroch' &c. indebitat' fuisset, &c. prefat' A. in &c. libr' pro &c. eid'm C. ad spial' instanc' & requisition' ip'ius &c. ante tempus illud vendit' & deliberat' et sic inde Indebitat' existens &c. fidel' promisit, &c. (as in the Declaration to the End) Et h'eas ibi nomina pleg' & hoc Breve Teste, &c.

All Originals in Trespals on the Case, where the Damages are laid above 40 l. pay a Fine to the Crown, viz.

The PRACTISING ATTORNEY: Or,

	l.	s.	d.
From 40 l. to 100 Marks	0	6	8
From 100 Marks to 100 l.	0	10	0
From 100 l. to 200 Marks	0	13	4
From 200 Marks to 400 Marks	0	16	8
From 400 Marks to 200 l.	1	0	0

And so every 100 Marks more, you pay 6 s. 8 d. and for every 100 l. further, 10 s.

Capias taken out.

The Original is the Foundation of the *Capias*, and all the subsequent Process, the Return whereof is usually the *Teste* of the *Capias*; but most commonly the *Capias* is first taken out before the Original, by leaving the Precipe with the *Filizer*, who makes you out a *Capias* thereupon, and afterwards carries the Precipe to the *Cursitor*, who makes out an Original; and the *Filizer* after it is Return'd, files it with the *Custos Brevium*. To gain a Term in your Proceedings, the Precipe must be carried to the *Cursitor* of the County where you intend to try the Cause, within the first Week of the Term, and he will make out your Original returnable the first Return of the next preceeding Term; but care is to be taken that the Original does not bear Date before the Cause of Action.

When you have your Original under Seal from the *Cursitor*, you may get the Sheriff of the County, to return a *Nihil* upon it, or you may do it your self, thus:

Pleg' de Prof. Joh'es Doe Ric'us Roe.

Infrano'iat' A B. Nihil habet in Balli'a mea
per quod Attach' poteff.

E F. Arm' Vic'.

Return of Writs, Declaration, Pleadings, &c. on Originals.

The Return of the *Cap.* is to be 15 Days after the Return of the Original, and so it must be in every other Writ, as well to the Outlawry as to the Arrest, except in *Pleadings*, the Return of *Craft. Animar'* in Mich'as Term. If the Defendant can't be taken where the Action is laid, but resides in another County, upon a *Non est Inventus* return'd by the Sheriff, the *Filizer* will make out a *Testatum Capias* into any other County. And when the Defendant appears, the Plaintiff's Attorney draws his Declaration, and delivers a Copy of it to the Attorney for the Defendant, (receiving 8 d. per Sheet of his Client, and 4 d. per Sheet of the Defendant;) and the same Term he declares, having given Rules to plead with the Secondary, he is to call upon the Defendant's Attorney for his Plea, and then draw up his Replication, &c. And it being by Original, he makes up the

the paper Book himself, and delivers a Copy of it to the Attorney for the Defendant. If it be an Issue, he gives Notice of Trial, and signs his *Venire, Distr. Fur* &c. with the same *Filizer*, and Seals the Record of *Nisi prius*, with the *Custos Brevium*, or with the Chief Justice if the Action be laid in *Middlesex*; and then he summons his Witnesses, draws his Breviates, and proceeds to Trial as before is directed in Actions by Bill. When the Trial is over, the Plaintiff's Attorney, in case the Verdict be for his Client, sometime before the Day in Bank (the Effoin Day of the subsequent Term,) must bring his Issue to be entered upon the *Filizer's* Rolls, if the Cause be tried at the Assizes in the Country; but if the Trial be in *London* or *Middlesex*, then he must enter it some Time before the next Effoin Day after the Sitting at which the Cause was tried. After the Plaintiff's Attorney hath thus entered his Issue, he must give Rules, and sign Judgment with the Secondary, and then enter up his Judgment on the *Filizer's* Issue Roll, make out his Writs of Execution, and take the usual Fees of his Client for his Proceedings therein.

Note, By the Stat. 13 Car. 2. c. 2. in Writs of *Venire fac. Distring. Fur* &c. sued out after Issue join'd, to be tried by a Jury, and after Judgment in Debt, or other personal Actions, as also in *Ejeccon firma* by original Writ, there need not be 15 Days between the *Teste* and Return of such Writs, or of any Writ of *Hab. Corp. Fur, Et. Fac. or Ca. ad Satisfac* except it be on *Ca. sa.* to make Bail liable, or where any Exigent is to be awarded after Judgment.

Of Outlawries and Proceedings therein, in B R.

When you intend to sue any Person to an Outlawry, in *Directions* Debt, Account, Trespafs, &c. You are first to make out a *to sue to* *Precipe*, if it be for Debt, or a *Pone* in Case, Trespafs, &c. *Outlawry* and carry it to the *Curstior* of the County where you lay the *several* your Action, and he will make an Original thereupon. *Writs, &c.* When you have your Original, carry it to the proper *Filizer* of the County, who will make you a *Capias, Alias, and Pluries*, or for Expedition, you may make them out your self; each of which must have 15 Days between the Date and the Return, are return'd *non est Inventus* of Course, and filed with the *Custos Brevium*; and are of the following Form:

A Capias in Case.

Georgius, &c. Vic' London Salt'm Precepimus vobis quod Capias A B. nuper de &c. si invent' fuerit in Balli'a vestr' & cum salvo Custod' ita q'd habeatis Corpus ejus cor' nob' a die &c. ubicunq; tunc fuerimus in Angl' ad Responden' C. D. de Pl'ito Transgr' super Casum Et h'eatis tibi hoc Breve Teste, &c.

If an *Alias Capias*, say, *Pr' vobis sicut Alias preceperim' quod capiat' &c. ut supra.*

If a *Pluries*, it is the same, only saying *Pluries* instead of *Alias*.

Alias & Pluries.

When your *Capias*, *Alias*, and *Pluries*, are return'd of Courte severally, you carry your *Pluries* to the Exigenter of the County, who will make out your *Exigent* and *Proclamation*, which is to be sent down to the Sheriff of the County where the Defendant lives. These are made out thus:

A Writ of Exigent.

Georgius, &c. Vic' London Salutem Pr' vobis quod Exigi faciatis A B nuper de &c. de Huf' in Huf' quousq; secund' Legem & Consuet' hujus partis Regni nr' Britann' voc' Angl' urlagatur si non compenit. Et si compenit tunc cum capiat' & salvo Custod' faciat' Ita q'd h'eatis Corpus ejus cor' nob' a die &c. ubicunq; &c. ad Responden' C. D. de Pl'ito &c. Et unde vos ipsi nobis mand' a die &c. ult' preterit' q'd pred' A. non fuit invent' in Balli'a vestra & habeatis ibi hoc Breve Teste, &c.

A Proclamation to the County.

Georgius, &c. Vic' South'ton Salt'm Cum Vicecomitibus nostris London nuper precipimus quod Exigi facerent A B. nuper de &c. in Com' tuo de Huf' &c. (*as in the Exigent*) Ideo tibi precipimus quod per Statut' de Anno Regni Dom. Eliz. nuper Regin' Angliæ tricesimo primo inde provis. Proclamari fac' prefat' A B. tribus sep'alibus diebus secund' form' Statuti illius unde un' Proclamac'on' predict' fiat ad vel prope maxim' usuale ostium Ecclesiæ Parochialis ubi est inhabitans, quod se reddat prefat' Vic'n'ris Lond. Ita quod habeant Corpus cor' nob' ad prefat' Termin' ad Responden' prefat' C. D. de pred' Pl'ito & h'eas ibi hoc Breve Teste, &c.

All

All these Writs are to bear Teste from the Return of *Testes* and each other: And your Exigent and Proclamation you carry to the proper Sheriffs, and call for their Returns at the *Returns of* Time when returnable: And there must be five County Court Days between the Teste and Return of the Exigent, if your Action be laid in the Country; and five Hustings if it be laid in Town. These County Courts are held but once in three Weeks; and if there be not County Court Days enough in the Country, or Hustings in London, (as it may sometimes fall out) you must sue out another Writ called an *Allocatus*, which is to bear Teste with the Return of the former Exigent, and be returnable the next Return after the fifth County Court Day, &c. The *Allocatus* is of this Form.

A Writ of Allocatus.

Georgius, &c. Vic' Midd' Salutem Pr' tibi quod Allocatis illis quatuor Com' ad quos A. B. nuper de &c. in Com' tuo Yeom' exact' fuit & non comparuit prout teipse nobis in &c. (such a Return) ult' preterit' mand' ipsum A. B. ad prox' Com' tuum ult'ius Exigi facias quousq; secundum, &c. Et h'cas ibi, &c.

In the several Processes to the Outlawry, you must take *Exigent* Care that they all agree with the Original, that each of *and Pro-* them may warrant the other: And you ought also to file a *clam.* Warrant of Attorney for the Plaintiff the same Term you sue out the Exigent, to prevent Error in the Proceedings. And your Exigent and Proclamation being return'd, the latter is to be filed with the Custos Brevium, and the Exigent with the Filizer of the County; whereupon the Filizer will make out your *Capias Utlagatum* into any County you desire, where you can discover the Defendant hath any Estate: And this Writ is either *General*, or *Special*; *General*, to take the Body of the Defendant only; and *Special*, against his Body, Lands, and Goods.

A General Capias Utlagatum.

*Georgius, &c. Vic' London Sal't'm Pr' vobis q'd non o-mittatis propter aliquam Libertatem Com' Civit' vestr' quin capiatis A. B. nuper de &c. Utlagat' in London die &c. ult' preterit' ad Sectam C. D. de Pl'to Transgr' super Casu si invent' fuerit in Balli'a vestra & eum salvo custodiat' ita q'd habeatis Corpus ejus cor' nob' die &c. ubicunq; tunc fue-
rimus*

rimus in Angl' ad faciend' & recipiend' quod Cur' nostr' considerav' in hac parte Et h'eat' ibi hoc Breve Teste, &c.

A *Special Capias Utlagatum* begins, Pr' tibi quod non omi' propter aliq' Lib' Com' tui quin per sac'm probor' & legal' homin' de eod'm Com' tuo diligenter inquiras que Bona & Catalla Terras & Tenement' A B. nuper de &c. Et illa per eor' sac' Extendi & appreciari fac', &c. Ac pro eo q'd idem A B. sic utlagat' latitat & discurre in Com' tuo in nostri Contemptum, &c. Tibi precipimus q'd pred' A B. ubicunq; in Balli'a tua, &c. Invenir' capias & eum salvo Custod' &c.

Terms.

The two chief *Terms* to commence Suits to Outlawry, are *Easter* and *Michaelmas*. And you are to take Care not to begin in *Hillary Term*, for then tho' the Action be laid in *London*, where the *Hustings* are often held, the Defendant will not be outlawed in less than four *Terms*, by Reason of the Shortness of *Easter Vacation*: But if you begin in any other *Term*, the Outlawry will be finished in three *Terms*, if your Original be returnable the first Return of the *Term*.

Outlawries superseded.

A Man is Outlawed if he doth not appear at the Return of the *Exigent*, if it be return'd with a *Quinto Exactus*, and *non Comperuit*. But the Defendant may appear upon the *Exigent*, and *supersede* the Outlawry; in prosecuting which *Supersedeas*, he is not obliged to put in Bail, be the Debt what it will, but is only to enter an Appearance by Attorney with the Filizer; and the Plaintiff's Attorney must declare against him as by Original: When the Plaintiff's Attorney has declared, he makes a Copy of the Declaration for the Defendant's Attorney; which being delivered, the Defendant's Attorney must prepare to Plead, and Answer the same *Term*; and then the Attorney for the Plaintiff draws up his Issue as in other Cases, and if there be Special Pleadings, makes up the Paper-Book according to the Practice where the Proceedings are by Original: If it be an Issue, he makes up the Record, and seals the same; and then gives Notice of Trial, as in Cases by Bill, and makes out his Writs of *Venire*, *Distingas*, and *Subpoena*, &c. and proceeds to try the Cause. And it is to be observ'd, that all Writs of *Nisi prius*, *Venire fac'*, *Distring'* *Fur'* &c. and all Manner of Writs of Execution after Judgment had on these Proceedings, must be returnable cor' nob' in *Ostabis Sancti Hillar'* or some other Return, not on a Day certain. An Outlawry is said to be a Judgment in itself.

There

There are several Ways of *Reversing* an Outlawry, as by *Reversal* of Error in returning the *Exigent*, which frequently happens; *Outlaw*-mistaking the County Court-Days; misnaming either of the *ries, Direc-* Parties; or omitting or mistaking the Sheriff's Name, *Exc. tions, there-* Also it may be Reversed for Error in the Return of the *in, &c.* Proclamation, or for Want of Filing the same according to the Statute, for Defect of Return, Mis-Return, or Mis-Entry thereof; or for some Mistake in the Original *Capias, Alias, or Pluries*; for all which diligent Search must be made with the Filizer and Custos Brevium, and it is usual to take Copies of all the Processes from the Entries on the Rolls, and to enter upon the same Rolls an Averment of such Defects as are found in the Proceedings: And having found sufficient Error in the Original or other Process, you must put in Bail for the Defendant, (if the Debt or Damage be 10*l.*) for his Appearance to a new Original within two Terms, and pay the Debt and Damages recovered, or render his Body to Prison, if he be condemned in the Action. Then the File of Writs, whereon that you allege for Error is filed, must be brought into Court, and the Council is to inform the Court of the Defect you assign for Error; and if the Court allow thereof, the Outlawry will be reversed by the Senior Judge: Which Reversal with the Bail-Piece, must be entered by the Filizer upon the same Roll with the Process of Outlawry. And the Outlawry being thus Reversed, the Defendant is discharged; but the Plaintiff may at any Time within two Terms, on a new Original, declare against him for the same Cause of Action, and proceed therein as in other Actions by Original.

There is another Method to Reverse Outlawries, by Writ of Error, directed to the Chief Justice and his Associate; which Writ is made out by the Cussitor, and return'd by the Clerk of the Errors, *Exc.* But this way of Reversal is seldom used.

Of Ejectments in B R.

Ejectment, call'd *Ejectione firmae*, is brought where one Ejecor makes a Lease to another for a Term of Years, and a Third firm^e Ousts the Lessee; then the Lessee shall have this Action *where* against the Disturber, and recover his Term and Damages. *brought.* But this is now become the common Action for Trial of Titles to Land, and supplies the Place of many real Actions formerly in use; and lies to recover the Possession of Lands, &c. illegally kept from the right Owner,

The

*Methods of
prosecuting
the Action.*

The Method in prosecuting this Action is made more short and easy than in Times past; for there is no Occasion for a Lease to be made and delivered upon the Premises to the Lessee, and Ouster and Ejectment of him as there was formerly; (unless there be no Tenants in Possession, when the old Way must be observed;) The modern Way of Practice is to draw a Declaration, and therein to feign a Lease to him that would try the Title, and also feign a casual Ejector or Defendant in the Declaration, and then deliver the Declaration to the Ejector, who sends or delivers a Copy of it to the Tenant in Possession or his Wife, and gives Notice to him at the Bottom in writing, to appear and defend his Title, or that he (the Defendant) will suffer Judgment by Default, whereby he (the Tenant) will be turned out of Possession. To this Declaration the Tenant may appear by Attorney, and consent to a Rule to be made Defendant in the Place of the casual Ejector, and to confess a Lease, Entry and Ouster, and at the Trial to stand upon the Title only: Also, one who hath Title to the Land, may on Motion be made Defendant in the Action with the Tenant in Possession, to defend his Title, and join in the Rule to confess Lease, Entry, and Ouster, &c. If the Tenant in Possession doth not appear and enter into the above mentioned Rule, in due Time after service of the Declaration; then upon Affidavit made, That the same was left at his House, or serv'd upon him, with Notice to appear as aforesaid, the Court upon Motion made will Order, that Judgment be enter'd against the casual Ejector, or feign'd Defendant, and the Tenant will be turn'd out of Possession. And if the Tenant doth appear, and doth not consent to the Rule aforesaid, the Court will Order that he shall consent, or else Judgment shall be entered *ut supra*, and he shall be Ousted.

No Arrest.

The Defendant is not Arrested on these Ejectments of late Years introduc'd into Practice; (but in the ancient Method of Proceedings by Ejectment it is otherwise, you must begin by *Original* against the Person who ejects the Lessee;) for the first Process is your Declaration, which is not amendable after Delivery, and is drawn, thus:

A Declaration in Ejectment, in B R.

South'ton ss. Johannes A. queritur de Georgio B. in Custod' Marr' &c. videlt' quod cum quid'm Thomas C. Gen' sexro die Maij Anno D'ni &c. apud Paroch' &c. in Com' pred' Dimississet Concecisset & ad firmam Tradidisset prefat' Joh'i un'

un' Messuag' quinq' acras prati & quinque acras pastur' cum
 pertin' situat' Jacen' & existen' in Paroch' de &c. in Com'
 pred' Habend' & Tenend' Tenementa pred' cum pertin'
 prefat' Joh'i & assign' suis a die &c. tunc ultimo preter-
 it' usque plenu' finem & terminum quinque Annor' extunc
 prox' sequen' & plenar' complend' & finiend' Virtute cujus
 quidem Dimission' idem Joh'es in Tenementa pred' cum
 pertin' Intravit' & fuit inde Possessionat' quousq' pred'
 Georgius postea scilt' eod'm sexto die Maij Anno supradicti
 Vi & Armis &c. in Tenementa pred' cum pertin' in &
 super Possession' ip'ius Joh'is inde Intravit' & ip'm Joh'em a
 firma sua pred' termino pred' suo inde nondum finit' Ejecit
 Expulit & Amovit ipsuq' Joh'em a Possessione sua pred'
 inde extratenuit & ad huc extratenet & al' Enormia ei adhuc
 & ibid' intulit contra pacem dict' Dom' Regis nunc & ad
 Dampn' ip'ius Joh'is Decem librar' Et inde produc' sec-
 ram, &c.

Brooks pro Quer' } Pleg' &c.
 Selby pro Def' }

The Notice at the Foot of the Declaration.

Mr. E F.

You may preceive by this Declaration, that I am sued as
 a casual Ejector for the Messuage and Lands herein contain-
 ed, whereto I have no Title, If therefore you claim any
 Title to the same, or any Part thereof, you must appear
 the next *Hillary Term*, in his Majesty's Court of *King's-
 Bench* at *Westminster*, by some Attorney of that Court, and
 make your Defence, otherwise Judgment will be had a-
 gainst me by Default, whereby you'll be turned out of
 Possession. I am,

Yours, &c.

George B.

*Affidavit of Service of a Declaration of Eject-
 ment.*

In Banco Regis.

Joh'em A. Quer' }
 &
 Georgium B. Def' }

A B. of &c. maketh Oath That he this Deponent on,
 &c. last past did deliver to E F. Tenant in Possession of
 the Premises a true Copy of the Declaration in Ejectment
 hereto annex'd: At the Foot of which Declaration is a
 Notice for the said E F. to appear the then next, and now
 present

The PRACTISING ATTORNEY: Or,

present *Hillary Term* in this Court, and defend his Title, otherwise Judgment would be entered against him by Default. And this Deponent further saith That he told the said E. F. That if he did not appear and defend his Title the then next, and now present *Hillary Term*, he would be turn'd out of Possession.

A B.

Jurat' die, &c.

Caram, &c.

*Pleadings,
Trial, &c.*

If the Tenant appears, he must enter into a Rule, *ut supra*, and then is made Defendant in the Declaration, and must plead not Guilty, &c. or else Judgement will be entered by Default, in like Manner as when he does not appear; and on such Judgment a Writ of Possession issues: But when the Tenant appears, and enters into a Rule, &c. then instead of your first Defendant the casual Ejector, you put into your Declaration, which must be drawn *de Novo*, the new Defendant mentioned in the Rule, and his Addition, &c. and after the Declaration leaving out the Notice, &c. Then the Defendant's Attorney must plead *non Cul.* and you draw up your Issue, leaving out all the Memorandum, a Copy of which as well as of the Declaration, is to be delivered to the Defendant's Attorney, and give him Notice of Trial. Having made your *Venire* and returned it, make out your *Distringas* returnable the first Return of the ensuing Term; and make up the Record, omitting the Memorandum and beginning with the Declaration; you are then to seal your Record, and prepare *Breviates*, &c. In which you must recite the Declaration and Plea briefly, and that the Defendant is to confess Lease, Entry, and Ouster; Then set forth the Plaintiff's Title, beginning with the Person last seized in Fee of the Premises under whom the Lessor claims, and so deduce the Title down to your Client the Plaintiff, proving the Deeds, &c. and after Trial proceed according to former Instructions.

The Methods of PRACTICE in the Court of COMMON PLEAS.

*Proceed-
ings of
B R.
C B.*

As in my Narrative of the Proceedings of the Court of B. R. I have inserted the *Laws and Statutes* relating to the Common Law Courts, with the *Rules, Orders, and Jurisdiction* of both Courts; and for that the Methods of Practice

tice of the Court of *King's-Bench* and the *Common Pleas* in many Things agree : The Reader may reasonably expect I should be much shorter on this Court, than I have been on the former ; but with due regard to all necessary Informations.

The *Stile* of this Court, and the *Returns* of *Process* in the several Terms, are also to be found in the Practice of the *King's Bench* ; so that I shall immediately advance to *Actions* in the *Common Pleas*.

Of *Actions* commenc'd, *Arrests*, &c. in C B.

The *Actions* cognizable by this Court come hither one of *Actions*, these four Ways, viz. 1st, By Original, as *Arrests* and *Outlawries*. 2^{dly}, By *Privilege* or *Attachment* for or against privileged Persons. 3^{dly}, Out of inferior Courts of Record by *Hab. Corp.* And 4^{thly}, out of inferior Courts not of Record, by *Recordare*, *Pone*, *Accedas*, &c.

Your Method of Proceeding in this Court is by *Præcipe* or *Pone* ; and these are drawn upon Paper, and delivered to the *Filizer* of the proper County, which serves both for the Original and *Capias*. If it be in an *Action* of Debt in London, the *Præcipe* runs thus :

London ss. *Præcipe* A B. nuper de London Gen' &c. (as in the *Alias* dict') quod Reddat C D. 100 l. Orig' ret' tres Trin' Cap' ret' tres Mich'.

The Return of the Original is the *Teste* of the *Capias*, *Originals*. and the Original is the Warrant to the *Capias*. If you would have more than one Defendant therein, (as you may put four, tho' but one Plaintiff,) then in an Original for Debt, you are to draw your *Præcipe* double, as *Præcipe* A B. quod Reddat, &c. *Præcipe* C D. &c. quod Reddat E F. &c. Ret' &c. And to avoid the Fine due on a *Præcipe*, draw a *Pone* for a *Capias* only in Debt, as follows :

South'ton ss. Si A B. fec' &c. Pone &c. C D. nuper de &c. in Com' tuo Gen' Cl'm freg' apud &c. Acetiam in Debito pro 100 l. Ret' Quind' pas.

If your *Action* be for a *Book Debt*, or *Promise*, after *Accetiam*, say, In Cas. super *Assumpcon'* pro 50 l. Ret' &c.

If your *Action* be in *Account*, say, Quod Reddat C D. rationabil' Comput' suum de Tempore quo fuit Receptor Denar' ip'ius C. &c.

If

The PRACTISING ATTORNEY: Or

If it be in *Detinue*, *Quod Reddat C D. Unam Equam &c.* *pretij 10 l. quas ei injuste Detinet Rei' &c.*

If in *Covenant*, after the *Alias dicti'*, say, *Ad respondend' C D. de pl'ito quod teneat ei Convenc' inter eos fact' Secund'm vim formi' & Effectum quarundam Indentur' int' eos confect' Rei' &c.*

If in *Trespass*, say, *De pl'ito quare Vi & Armis Cl'm freg' apud &c. Rei' &c.*

In *Assault and Battery*, *De pl'ito Transgr' & insult' Rei' &c.* And in *Case*, say generally, *De pl'ito Transgr' super Casum Rei' &c.* Or if you would have special Bail, and try it the same Term your Writ is returnable, say, *De pl'ito Quare Cum &c.* (setting forth the Cause of the Action specially) *ad Dampnu' ipsius A. 50 l. Rei' &c.*

Alias dicti' Acetiam Capias. If your *Precipe* be on any Specialty, or Indenture, you must recite the *Alias dicti' Literatum* in your *Precipe*: And where the Cause of Action is Debt, and requires Bail, the best Way is to take out an *Acetiam Capias*, the Original to which is only a bare *Clausum fregit*; and when you come to Judgment thereon, you may file a new Original to warrant such Judgment: Whereas if your *Capias* be special, by *Precipe quod Reddat, &c.* and there should be any Mistake either in the Name, *Alias dictus*, or Sum, it may be pleaded in Abatement, and a new Original afterwards will not cure it; but you are fore'd to discontinue your Action, paying Costs, and to begin *de Novo*: Or, if the Defendant slips to take this Advantage of it, he may do it afterwards, when Judgment is had by Confession or Default, by Writ of Error: And so he may where the *Tesse* of the Original is before the Day of Payment of the Debt, by the Bond or Bill.

New Originals, in what Cases bad. In *Case* on *Assumpsit*, you may have an *Acetiam* for 10 l. or above, and file new Originals, as in Debt; but you may not have it in any other Action. If on *Indeb. Assumpsit*, it appear at the Trial to be Matter of Account, and no Account is made up and stated under the Hand of the Defendant, the Plaintiff will be Nonsuited; for whilst the Account is current, there lies only Action of Account; but when stated under Hand, Action of Debt on *Assumpsit* will lie for Ballance. If one *infra sex Annos* do confess the Debt, the Statute doth not help it; but an express Promise will give a new Cause of Action: And an Action may be continued for a Tradesman for the last Goods delivered where there have been Dealings for a considerable Time.

Spec. Cap. If you intend to proceed to Trial the same issuable Term your Writ is to be return'd, and would Try it at the *Affizes*, and it happens that the Defendant to be Arrested lives in

Middlesex,

Middlesex, then you are to Draw a *Special Capias* for the Country, and a *Testatum* for *Middlesex*, and so have a Warrant upon the *Testatum Rei*. This *Special Capias* is fineable; and therein you must set forth the Substance of your intended Declaration.

The Form of a Special Capias.

Georgius Dei Gratia &c. Vic' South-ton ff. Sal't'm Precipimus tibi quod Capias C D. nuper de &c. ita quod h'eas Corp. ejus coram Justic' n'ris apud Westm' in Octab. sci' Hil' ad Respondend' A B. Gen' de pl'ito quare Cum &c. Ad Dampnum ip'ius A. 50 l. Et h'eas ibi hoc Brev' T. P K. Mil' apud Westm' &c.

A Special Præcipe for an Original, to continue an Action, &c.

Georgius Dei Gra' &c. Vic' Midd'x sal't'm Si A B. fecerit securum de Clam' suo prof. tunc Pone per vad' & salv. pleg. C D. nup. de Paroch' &c. in Com' tuo Gen' quod sit coram Justic' nostr' apud Westm' die &c. ostens. quare cum pred' C. die &c. apud &c. Indebitat' fuisset A. in &c. lib' legal' Monet' hujus Regni pro divers' bonis &c. eid'm C. per eund'm A. ad spial' instanc' & requisition' ip'ius C. ante Tempus illud' vendit' & deliberat' Et sic inde Indebitat' existens ipse pred' C. in Conf. inde postea scilicet eisd'm die Anno & loco super se assumpsit & eid'm A. adtunc & ibid' fidelit' promisit quod ipse pred' C. easd'm &c. lib' cum inde postea requisit' esset bene & fidel' solver' & Contentare veller Cumq; etiam pred' C. eod'm die &c. in Conf. quod pred' A. ad spial' instanc' & requisit' ip'ius C. ante tunc vendidisset & deliberasset eid'm C. pro usu &c. diversas parcelas Vini ad valenc' &c. Super se assumpsit & eid'm A. adtunc & ibid' fideliter promisit quod ip'e predict' C. easd'm &c. lib' ult Menconat' cum inde postea requisit' esset similiter bene & fidel' solvere & contentare veller Predict' tamen C. separal' promiss. & Assumpcon' suas pred' in forma predict' fact' minime curans sed Machinans & fraudulenter intendens eund. A. in hac parte callide & subdole deciper' & defraudar' pred' sepal' denar' summas in toto se attingen' ad &c. libras seu aliqu'm denar' inde eid' A. licet ad hoc faciend' pred' C. per eund' A. postea scilicet eisd'm die Anno & loco supradict' requisit' fuit non solvit nec pro eisd'm hucusq; aliqu'aliter contentavit sed ill' ei hucusq; solvere seu pro eisd'm aliqu'alit' contentare

tare om'io recusavit & adhuc recusat ad Dampn' ip'ius A:
Cent' libr' Et h'cas ibi nomina Pleg. & hoc Breve Test'
meipso apud Westm. die &c.

Pleadings.

In all Cases where a *Capias* is Special, in Debt, Covenant, Trespass, &c. reciting the Cause of Action at large, if the same be made returnable the first Return of a Term, the Defendant cannot insist upon an *Imparance*; but is obliged to plead the same Term: And if the Action be laid in London or Middlesex, he must plead within four Days after the Receipt of the Declaration, and the Rule to Plead Entred and Expired.

Of Appearances and Bail in C.B.**Appearances Entred.**

Appearances upon Writs in the Common Pleas must be Entred with the *Filizer*, within 8 Days after the Return of the Process as in the *King's Bench*, or the Defendant shall Forfeit 5 l. But upon Writs of Privilege, both Common Appearances and Special Bail are entred upon the *Prothonotaries* Remembrance, and his Clerk attends the Judge upon Special Bail.

Com. Appearance taken, on Motion and Special Bail.

If a Defendant moves that a Common Appearance may be taken, the Court will Order the Plaintiff to shew his Cause of Action by Affidavit, wherein Oath is to be made that 10 l. is due to justify the insisting upon Special Bail; and if the Debt be small, the Plaintiff must also swear he is in danger of losing it; or otherwise he shall not have Special Bail. Where a *Capias* requires Bail, and by Law it should not, the Defendant on making Affidavit he owes not 10 l. to the Plaintiff, and moving the Court shall be order'd to give a common Appearance; unless Cause be shewn to the contrary by a short Day; and this may be also done at a Judge's Chamber.

Bond for Appearance

Where a Man is taken on a *Capias*, he shall not be discharged till he give Bond to Appear, except the Plaintiff or his Attorney consent to an Appearance without Bail; and the Warrant of Attorney for such Appearance is to be subscribed or accepted by the Defendant's Attorney, and not revocable; and an Attachment is to issue against the Bailiff offending herein, or the Attorney refusing to Appear, who may be likewise put out of the Roll of Attornies.

Bail before a Judge.

In putting in Bail before a Judge, the *Prothonotary's* Clerk is to go with you, if it be for a privileged Person; but if it be for any other Person, the *Filizer* of the County or his Clerk attends the Judge with you; And if it be taken by

By Commissioners in the Country, you carry it with an Affidavit of its being so taken to a Judge to allow it, and thence to the *Filizer* of the County who keeps it. Bail is to be justified only in Court, and the *Filizer* of the County in such Cases is to bring his Book along with him, for which you pay him 3 s. 6 d. Fee.

Where the Defendant puts not in Special Bail when required, you are to get the Sheriff to Assign over his Bond, and take out a *Capias* upon it, (directed to the Coroner, if the same Sheriff be in Office); but that Writ 'tis said requires only an Appearance; and any Attorney may back the Warrant for Appearance. If the Plaintiff be Nonsuit, and then commences a New Action for the same Cause, he shall not have Special Bail in the New Action, tho' he might have insisted upon it in the first.

Special Bail not put in, Bond to be prosecuted.

When a Declaration is delivered on a Bail-Bond, the Bail at any time before they have Pleaded, or Judgment signed against them for want of a Plea, may bring in the Prisoner in Discharge of themselves. But after the Return of the second *Sci. fac.* against the Bail, they cannot yield up the Prisoner in Discharge. Tho' in the Vacation they may carry him to a Judge's Chamber to be Committed any time before Judgment. On a Writ returnable the first Return of any Term, you cannot proceed on the Bail-Bond 'till the last Return of that Term; or if the Writ be made returnable the last Return, not 'till the Beginning of the next Term, and a *Capi* returned and filed.

Bail when discharged.

If the Plaintiff declares in another County than that to which the Writ was directed; (except on a Process of *Testatum*) or in a greater or other Sum than mentioned in the Writ on which the Arrest was made and Bail taken, the Bail shall be discharg'd and not be liable.

A Defendant being Committed to Prison by Process of this Court, or *Hab. Corp.* Upon his Entering an Appearance with the *Prothonotary*, on a Plaint, or an Attachment of Privilege; or with a *Filizer* in Case of other Process, and giving Rules to Declare, and serving thereof, the Plaintiff is to Declare before the End of the next Term after Commitment, or the Defendant shall be discharged of his Imprisonment by *Superfedeas* at the End of the next Term after.

Prisoners discharged, on Appearance Entered, &c.

If a *Capias* be return'd in Court *Non est Inventus* against Appearance a Prisoner in the *Fleet*, he is obliged to Appear on a *Hab. anies* of *Corp. ad respondend.* at the Suit of a Stranger as well as of Prisoners him on *Hab. Corp.*

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him by whom he is Imprisoned; and to Answer a Declaration, or Judgment shall be obtain'd against him.

Where a Defendant Appears on an *Exigent*, *Hab. Corpus*, *pluries Capias*, &c. or upon Bail put in on an *Hab. Corp.* or Outlawry, to be Reversed: Such Defendant must Answer the first Term afterwards. He who Reverses an Outlawry, must have an Attorney of Record present, to give an Appearance to a New Original; of which Appearance, &c. Notice is to be given.

*Form of
Bail-pieces.*

The Forms of Bail pieces upon Appearances and Special Bail, which is taken before a Judge, you'll find in the *Practises of the Court of King's-Bench*; so that I shall only insert in this place the Form of Bail taken before Commissioners in the Country.

On a Copy of the Writ on Parchment, the Bail-piece is to be Ingross'd, thus:

A B. Attorn. } Manncaptors Joh'es D. de &c. in
Pro Def. } Com' &c. Et Richardus F. de &c.

Pars. ipsa in 20 l.
Uterq; M. in 10 l.

Capt' & Cognit' --- die ---
de bene esse coram

A B. un. Commissioner

And the Condition of the Recognizance is that the Defendant and his Bail owe to the Plaintiff so much, to be Levied, on their Goods, &c. on Condition if the Defendant is Condemn'd in the Action, he shall pay the Condemnation, or render himself to Prison, &c.

Vide more, *Bail in B. R.* and the *Statutes concerning Attorneys.*

Of Declarations, Imparlanoes, and Counts, in C B.

*Time to
Declare.*

It has been held by some Practisers, that the Plaintiff hath only from that Term wherein the Writ is returnable, till the last Day of the following Term, to Declare against the Defendant. But the Practise is now, that the Plaintiff, after the Return of the Writ, has two Terms to make out his Declaration; and if he doth not within that time Declare, the Defendant, upon a Rule given, may sign a *Non Prof.* and have Costs allow'd him, usually 1 l. 6 s. 8 d. for which he may take out an Execution, or bring Action of Debt.

The

The Delivery of a Declaration on the *Essoin Day* is not *Delivery of* good to have a Plea the same Term. If a Declaration be *Declaratio* delivered with Blanks, for only Matter of Form, as Time, *ons* Place, or Name, the Defendant's Attorney must call on the Plaintiff's Attorney to fill them up: And if they are not filled up in a reasonable Time, the Attorney for the Defendant may Demur thereto; but he may not Demur without such Calling; if he does the Demurrer will be set aside by the Court.

If any Mistake be committed in Drawing the Declaration, *Declaratio* and the Plaintiff gives Notice of it before the *Essoin Day*, he *ons when* may Amend the same, and the Defendant shall not take *Amended* any Advantage of the Mistake: And on Affidavit of such *and when* Notice, no Plea in Abatement shall avail, to have Costs; *not* but the Defendant shall Plead in Chief: And if there be no Notice given, and the Defendant hath either Pleaded in Abatement or Demurred, the Plaintiff before joinder in Demurrer, or taking Issue, may Amend, and force the Defendant to Plead presently, on paying 13 s. 4 d. Costs, or give him a further Imparance without paying Costs: But after Demurrer, or Issue join'd; and when the Pleadings are Entred on the Roll, the Plaintiff cannot Amend his Declaration, but may Enter a Discontinuance, and proceed *de Novo*.

Where the Defendant hath Pleaded the General Issue, *Rules to* the Plaintiff without paying any Costs may, before he *Answers* has deliver'd a Copy of the Issue, Amend his Declaration; or afterwards with Costs: But upon Amending your Declaration, you must shew the Rule of Court, and tender the Costs thereby order'd. After the Declaration delivered, the Attorney may give Rules to Answer, which must be Entred in that *Prothonotary's* Office where the Plaintiff's Attorney enters Causes: And by the Course of the Court the Defendant is to Answer the Term of Appearance, if the Writ be returnable at the Beginning thereof, and it be an *Issuable* Term: But where the Action is laid in *London*, the Defendant has commonly an Imparance or Time to Plead 'till the next Term.

Of *Imparances* there are two kinds, *General* and *Special*; *Imparance* after a General Imparance the Defendant cannot exhibit a *cess*, *Gene* Plea in Abatement to the Writ, Privilege of any Court, *ral and* or for he must in this case plead the same Term, or *Special* *grave* a Special Imparance: But here it is to be observ'd that many Pleas may be Pleaded after a General Imparance, which will not be allowed after a Special. And *once* the Practice of filing new Originals, Entering *Im*parances

parlances is almost dissu'd: For as there is frequent Occasion to amend Declarations, after Imparlanee entered that cannot well be done; besides if you Enter your Imparlanee, and have Judgment afterwards by *Default* or *Confession*, you are yet obliged to bring a New Original, or your Proceedings will be vicious. And your New Original must be returnable in that Term whereof your Imparlanee is Entered; but as Judgment is usually signed at the End or after a Term, then it is too late to bespeak an Original of the preceeding Term, of which to be good it must be; and in prudence it ought not to be bespoken before you have or see you shall have Judgment: Because if the Cause comes to Issue, there is no need thereof; the Want of an Original or an Imparlanee being no Error after Verdict, tho' the Want of Warrants of Attorney is. Vide Sect. 3. of the Stat. for Amendment of the Law.

*Proceed-
ings by Bill
and Ori-
ginal.*

But where your Proceedings are by *Bill*, and not by *Original*, as against an Attorney, &c. If you give an *Imparlanee*, you must Enter it: And in all *Real Actions*, *Imparlanee* is to be given, and Enter'd. Where *Imparlanee* is given, you may Enter Rules to Plead in the Common Remembrance, without Paying any Thing: But if you give no *Imparlanee*, the Rules are to be Entered with the Secondary. In case an *Imparlanee* be for an Attorney, or other Priviledg'd Person, it must always be to a Day certain.

If your Declaration be either by or against an Attorney, at the End you must say,

Pleg. de Prof. } Jo. Doe.
Ri. Roe.

A Declaration on a Bond, in C.B.

Pas. 5^o Georgii Regis.

South' ton H. A B. nuper de &c. in Com' pred' Gen' al's dist' A B. de &c. in Com' S. Gen' sum' suis ad Respondend' C D. Gen' (or if, at the Suit of the Sheriff, say ad Respond' E F. Armig' Vic' Com' pred') de p'l'to quod Reddat ei Cent' libr' quas ei debet & injuste detinet &c. Et unde idem C. per G H. Attorn' suum dic' quod cum predi'd' A. Primo die Aprilis Anno Regni D'ni Regis nunc quarto apud &c. per quoddam Scriptum suu' Obligatorium concessit se teneri eid'm C. (or eid'm E ad runc vic' Com' pred' existen' per nom' E F. Ar' Vic' Com' S. pred') in pred' Centum libr' solvend' eid'm C. cum inde requisit' fuisset predi'd'

predi^{ct} tamen A. licet sepius requisit^{us} pred^{ict} Cent^{um} libr^{arum} eid^{em} C. nondum reddidit sed ill^{ud} ei hucusque reddere contradixit & adhuc contradic^{it} unde dic^{itur} q^{uod} deteriorat^{us} est & Dampnum her^{ed} ad valenc^{iam} 20 l. Et inde produc^{it} sectam &c. Et profert hic in Cur^{ia} scriptu^m pred^{ict} quod Debitum pred^{ict} in forma predi^{ct} Testatur cujus Dat^{um} est die & Anno Sopradic^{ti} &c.

The *Li. Lo.* on delivering these Declarations upon Bonds, is thus: Et predi^{ct} A. per &c. Attorn^{um} suum ven^{it} & defend^{it} Vim & Injur^{iam} Quando &c. Et pet^{itur} audir^e Scripti obl^{igati} pred^{ict} Et ei Legitur &c. Pet^{itur} etiam auditum Condi^{tion}on^{is} ejusd^{em} Scripti Et ei legitur in hec verba s^{ic}. &c. (*Here set forth the Condition to the End*) Quib^{us} lectis & auditis idem A. per^{itur} Licent^{ia} inde interloquend^{um} hic usque in C^{ir}o S^{an}c^{te} Trin^{itatis} Et habet &c. Idem dies dat^{um} est prefat^{us} C. hic &c.

This *Li. Lo.* is an Impar^{lance} in this Case; but on other Declarations the Impar^{lance} is only as follows:

An Impar^{lance} to a Declaration.

Et predi^{ct} A. per &c. Attorn^{um} suum ven^{it} & defend^{it} Vim & Injur^{iam} quando &c. Et pet^{itur} Licent^{ia} inde interloquend^{um} hic usque in &c. (*the first Day of the next Term*) Et habet &c. Idem dies dat^{um} est prefat^{us} C. hic &c. — And sometimes the Attorney writes only thus: *Li. Lo. usq; Crast^{um} Trin^{itatis} per &c.* (*the Defendant's Attorney.*) — A *Special Impar^{lance}* is after the following Manner: Et pred^{ict} A. per &c. Attorn^{um} suum ven^{it} Et salvis sibi omnibus advantagiis tam ad Br^{ea}e quam ad Narr^{ationem} pred^{ict} pet^{itur} Licent^{ia} inde interloquend^{um} &c.

A Declaration for Money due upon Account.

A B. nuper de &c. sum^{us} fuit ad Respondend^{um} C D. de Placito quod reddat ei 50 l. quas ei debet & injuste detinet &c. Et unde idem C. per Attorn^{um} suum dic^{itur} quod cum predi^{ct} A. (tali Die & Anno) apud &c. computasset cum prefat^{us} C. de divers^{is} Denar^{um} Summis eid^{em} C. per prefat^{um} A. ante tempus illud debitu^m & solubil^{is} Et super Comp^{os}o illo predi^{ct} A. invent^{um} fuit in Arerag^{um} erga eund^{em} C. in 50 l. per quod Acc^{us}o accrevit eid^{em} C. ad exigend^{um} & habend^{um} de prefat^{us} A. predi^{ct} 50 l. pred^{ict} tamen A. licet sepius requisit^{us} pred^{ict} 50 l. eid^{em} C. nondum reddidit, sed ill^{ud} ei hucusque reddere contradixit & adhuc contradic^{it} Unde dicit quod deteriorat^{us} est & Dampnu^m habet ad Valenc^{iam} 30 l. Et inde produc^{it} Sectam &c.

A Declaration in Debt, on a Mutuatus.

A. B. nuper de &c. in Com' pred' Gen' sum' fuit ad Respondend' G. D. de Pl'ito q'd reddat ei 100 l. quas ei debet & injuste detinet &c. Et unde idem C. D. per E. F. Attorn' suum dic' quod cum pred' A. (tali Die & Anno) apud &c. mutuatur' fuisset de eod'm C. pred' 100 l. solvend' eid'm C. cum inde requisit' fuisset pred' tamen A. licet sepius requisit' predict' 100 l. eidem C. nondum reddidit, sed ill' ei hucusq; reddere contradixit &c. unde dicit quod deteriorat' est & Dampnu' h'et' &c.

Note, A Mutuatus is often had upon a Warrant of Attorney to confess Judgment without a Bond.

A Declaration upon an Emisset, for Goods sold.

A. B. nuper de &c. in Com' pred' Gen' sum' fuit ad Respondend' C. D. de Pl'ito q'd reddat ei 30 l. quas ei debet & injuste detinet &c. Et unde id'm C. per &c. Attorn' suum dicit q'd cum pred' A. (tali Die & Anno) apud &c. Emisset de eod'm C. unam Equam pro pred' 30 l. solvend' eid'm C. cum inde requisit' fuisset pred' tamen A. licet sepius requisit' pred' 30 l. eid'm C. nondum reddidit sed ill' ei hucusq; reddere contradixit &c. Dampnu' &c.

In *Case* say, A. B. nuper de &c. Attach' fuit ad Respondend' C. D. de Pl'ito Transgr' super Casum Et unde id'm C. per Attorn' suu' queritur quare cum &c. And *Note*, in *Trespasse, Case, Trover and Ejectment*, the Form is *Attachiatur* fuit: But in *Debt, Covenant, Account, Annuity, Detinere* and *Replevin*, *Summonitus* fuit &c.

A Declaration for Trespasse and Assault.

A. B. nuper de &c. in Com' pred' Attach' fuit ad Respondend' C. D. de Pl'ito quare Vi & Armis in ipsu' C. apud &c. insult' fecit & ip'um verb'avit vulneravit & maletrastavit ita q'd de vita ejus desperabat' Et alia enormia ei intulit ad grave Dampn' ip'us C. & contra pacem D'ni Regis nunc &c. Et unde id'm C. per &c. Attorn' suu' queritur Q'd pred' A. primo Die Aprilis Anno Regni dicti Dom' Regis nunc sexto Vi & Armis videl' Gladiis Baculis & Culcellis in ipsu' C. apud &c. Insultu' fecit & ip'um verb'avit vulneravit & maletrastavit ita q'd de vita ejus desperabatur Et alia Enormia &c. Ad grave Dampnu' &c. Et contra pacem &c. unde dic' quod deteriorat' est & Dampnu' habet ad valenc' &c. Et inde produc' Sectam &c.

A Declaration in Slander.

A B. Attach' fuit ad Respondend' C D. de Placito quare cum id' C. bon' &c. & tanquam bon' &c. bonorumq; Nomen &c. (tali Die & Anno) pred' A. Malitia preh'ita machinans no'en fama & bon' opinion' ip'ius C. in Turbationem Vexac'o'em & Infamiam inducere apud &c. quedam falsa & scandalosa Verba ac Mendacia de prefat' C. in presenc' &c. dixit resultit & propalavit in his Anglicanis Verbis sequen' viz. (*here set forth the Words*.) Quor' quid' falsor' fictor' scandalosor' verbor' dicc'ois & propalac'ois preteritu id'm C. non solum in bonis nomine fama credentia statu & Reputac'one suis quibus pre antea fuit intact' graviter lesus est verum etiam fideles Subdit' dict' Dom' Reg' cum eod' C. aliqualit' intromittere sive communicac'o'em habere prout solebant & usi fuer' om'ino recusaver' & a Consortio ip'ius C. occ'one propalac'ois & Public'o'is pred' scandalosor' verbor' seiplos indies magis magisq; subtrahunt ac etiam C D. de bonis & rebus suis pro purgand' seipsum de hu'mo'i falso Crimine & Accusac'one magnopere deteriorat' est Ad Dampn' ip'ius C. 100 l. Et unde id'm C D. per &c. Attorn' suu' queritur Quare cum &c. (*setting down the Day and Year when spoken*, &c.) ad Dampnu' ip'ius C. 100 l. Et inde produc' Sect' &c.

A Declaration for Waste, in Houses, &c.

A B. nuper de &c. C D. nuper de &c. Attachiari fuer' ad Respondend' E F. Ar' de Pl'ito Transgress' super Casum Et unde id'm E. per &c. Attorn' suum Queritur quare cum id'm E. tenet unu' Messuagiu' &c. cum pertin' in &c. in Com' pred' pro t'mino vit' sue Rev'sione inde post Mortem pred' &c. ad &c. & heredes suos spectan' Predict' A. & C. Die & Anno &c. apud &c. pred' unum Stabulum &c. parcel' Tentorum pred' cum pertin' stantes & existen' prostraverunt & asportaver' ac Trigint' Postes Centum Palas & Sexagint' Vaccerras (ang'ce *Rails*.) Sex Abacos Lignarios (ang'ce *wooden Stakes*) &c. ad Valene' &c. Messuag' & Tent' pred' nuper affix' ceperunt & asportaverunt ad Dampn' ip'ius E. Sexaginta Librar' &c. Et inde produc' Sectam &c.

A Declaration, or Count, in Dower.

A B. Vidua que fuit Uxor' T B. Gen' per &c. Attorn' suum per' vers' C D. Tertiam partem unius Messuagii, unius

Horrei,

The PRACTISING ATTORNEY: Or,

Horrei, unius Stabuli, unius Gardini, unius Pomarii, duodecim Acrar' Terrar', sex Acrarum Prati, & sexdecim Acrar' Pastur' cum Pertin' in &c. ut Dotem ip'ius A. ex Dotatione pred' T. quondam Viri sui per Breve Dom' Regis de Dote unde nihil habet &c. — Et pred' E. per &c. Attorn' suum ven' & petit visum de Ten'is pred' cum pertin' &c. habuit &c. dies dat' est partib' pred' hic usq; a die Pasche in quindecim dies &c.

A Count, or Declaration, in Assize.

South'lon ff. Assisa ven' recogn' si A B. C D. & E F. injuste &c. Disseisiv' G H. de Libero Tenement' suo in &c. infra triginta annos jam ult' elapsi &c. Et unde idem G. per &c. Attorn' suu' Quer' quod pred' A. C. & E. Disseis, ill' de un' Messuag' &c. cum pertin' &c. super quo Assisa pred' ex assensu partium pred' propter temporis Brevitatem reman' capiend' coram prefat' Justic' ad Assisas & his quos Dominus Rex eis associavit usq; proxim' Assisas videl' Die &c. tunc prox' sequen' apud &c. in Com' pred' prox' tenend' Ideo Vic' h'eat tunc ibid' Corpora Recogn' &c. Et appon' Decem Tales &c. Et interim &c. Idem dies dat' est tam partibus pred' & cor' Recogn' Assise pred' ad tunc & ib'm &c.

Real Actions.

A Count signifieth the same as the Original Declaration on any Process; but is more used in *Real* than *Personal* Actions, as Declarations are more applied to *Actions Personal*. *Dower* is where a Man is seised of Lands in Fee Simple, &c. and marries a Wife and dies, the Wife by the Common Law, after the Death of her Husband, shall have a Third Part of such Lands, &c. as were his at any Time during the Coverture, to hold during her Life. *Assize of Novel Disseisin*, lies where a Tenant in Fee Simple, &c. is Disseised of his Lands or Tenements, &c. And *Assize of Mortdancestor*, is brought where a Man's Father, Mother, Brother, Sister, &c. dies seised of Lands, held in Fee Simple, and after his Death a Stranger abateth.

Of Pleas, and Demurrers, in C B.

Pleas drawn up.

If in any Action the Defendant Pleads a General Plea or Issue, as is most usual, there is no more requisite but that the Attorney for the Defendant do put his Hand to the Plaintiff's Attorney's Docket-Book; and that done, the Plaintiff's Attorney is to draw up the Plea, and make a

Copy

Copy of the Issue and deliver it to the Defendant's Attorney, who must receive it, and pay for Entering his Plea; and then they usually give Warning for Trial. But if the Defendant Plead Specially, his Plea is to be under a Serjeants' Hand; (also if the Plaintiff Reply Specially, or the Defendant Demur to a Declaration, the Case is the same) and to be given to the Defendant's Attorney.

If the Defendant, on Rule to Answer, does not Plead before the Rule is expired, the Plaintiff's Attorney may afterwards Enter up Judgment by *Nil dicit*: And the Defendant, on Pleading any General Issue, may (after Rule given) Nonfuit the Plaintiff, if he do not Enter his Issue; and thereupon get Costs sign'd by the Prothonotary, and Enter up Judgment. Want of Plea.

Upon a Suit on a Bail Bond, if the Court gives Leave to Plead in Chief, viz. to the Principal Action, you must not Plead a Dilatory Plea. After a *Respondeas Ouster*, on Demurrer and Judgment, and Rule given, the Defendant is to Plead forthwith, or the Prothonotary will sign Judgment. But in other Cases it has been adjudg'd a standing Rule *per Cur*, That the Prothonotary must receive a Plea left in the Office at any Time before Judgment sign'd, tho' the Rule to Plead is expired. But it has been known to be denied, after the Rule of four Days had been out. Dilatory Pleas.

If you intend to Plead a Tender, in Action of Debt, you are not to take an Imparance; because after Imparance and you are estopped to say *Uncore Prist*; nor can you Plead *Nil debet* to a Debt on Bond, but the Plaintiff may Demur to such Plea; But if there be any Mistake in the Declaration of the Date of the Bond, the Defendant may Plead *Non est factum*. If one under Age pretends to be of full Age, and enters into a Bond, he may avoid the Bond by Pleading *Infra Aetatem*; but you may Indict him for a Cheat in the Crown-Office. Various Pleas, and how Plead- ed.

A Plea being Entered, and the Roll brought into Court, may not be Alcer'd: A Defendant got a Rule to amend his Plea, and thereupon Plead a new Plea; the Court would not at first allow it, alledging a Rule to Amend is no Authority to Plead *de Novo*; but because a Title was in this Case in Question, they at length gave Leave to Plead that Plea. On a Demurrer, before Joinder in Demurrer you may Amend, paying Costs; and oftentimes after Joinder, before *Argued*, the Court permits the Defendant to Amend his Plea, on Payment of Costs. Pleas Amendable and withdrawn;

If the Defendant has Demurred, and the Plaintiff Joined, the Court often suffers him to withdraw his Demurrer, and Plead

Plead; but this will not be granted if the Plaintiff has been put by a Trial. Where the Defendant either demurs or joins in Demurrer, and is over-ruled, he has no *Respond Ouster*, but shall be condemned presently, and Costs allowed, and the Judgment against him is the same as by Default: But if it be ruled against the Plaintiff, he shall only lose his Action, and pay no Costs, the Entry being only, *Quod Querens nil Capiat per Breve*: And generally, when upon Argument the Plaintiff's Default comes to be discovered, on his praying it the Court allows him Liberty to Amend, paying Costs, and orders the Defendant presently to plead to Issue. But where a Demurrer is to a Defendant's Plea in Abatement, a *Respond Ouster* is granted, if the Plea be found insufficient.

*Demurrer,
and Pro-
ceedings
thereon.*

After a Demurrer is join'd, the Defendant is bound to receive and pay for one Book immediately, and the Plaintiff having entered it on the Roll, delivers the Roll to the Secondary, and makes a Motion for a *Consilium*, a speedy Day, to Argue it; which the Court grants of course on the Secondary's reading the Record: Then the Defendant must receive and pay for two Books more, and the Demurrer must be entered by the Plaintiff in the Court Book with the Secondary, who on his Rule sets down the Day appointed for Argument, at least four Days before the Demurrer is argued. One Book is to be delivered to the Chief Justice, and another to the next Senior Judge by the Plaintiff; and the Defendant is to deliver two Books to the other two Judges, paying 2 s. with each Book. The Demurrant argues first; and in case the Defendant refuses to receive and pay for his two Books, his Council will not be permitted to plead; but the Plaintiff, having deliver'd all four to the Judges, will be allow'd it in Costs: The Court hears but two Council in a Day, viz. one of a side, and seldom give Judgment the same Day; and if desired on either side, (unless the Case be very plain) will hear further Arguments the next Term.

How argued.

If you move for a Day to be heard and argue your Demurrer, the beginning of the Term, it will come on the same Term; otherwise the next. The whole Record is not to be read on opening a Demurrer, unless the same be to the Declaration only: Where it appears to be for Delay, the whole Record will be heard by the Court, tho' there be a Plea, &c. And if they find it meerly for Delay, Judgment will be given presently.

*Judgment
without
Plea.*

It is often practis'd, where the Plaintiff's Action is Just and Right, the Defendant's Attorney, without any pleading,

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ing, will yield to a Judgment, either by *Non sum Informatus*, or Confession, so as the Plaintiff will stay Execution 'till a Time agreed upon: And it is commonly done after this Manner, in the Attornies docket Book:

Sententia H. Brooks pro Baher

Selby pro Williams

Non sum Informatus, ita quod cesset Executio usq; O'Gab. Hill.

Per J. SELBY.

This may be also done on the Declaration; and upon a *Costs* Judgment thus yielded to, Costs may be taxed by the Prothonotary, and the Defendant will be saved in his Person and Charges. But if the Defendant's Attorney pleads to the Action, you may join Issue, and go to Trial by *Nisi prius* at the next Assizes.

A Plea non Assumpsit infra sex Annos.

Et pred' A. per &c. Attorn' suum venit &c. Defend' Vim & Injur' quando &c. Et dicit quod pred' C. Actionem suam pred' inde vers. eum habere non debet Quia dicit quod ipsa non Assumpsit super se ad aliquod tempus infr' sex annos ante diem impetrationis Brevis Original' ipsius C. modo & forma prout pred' C. sup'ius vers. eu' Querit' Et hoc paratus est Verificare Unde petit Judiciu' si pred' C. actionem suam pred' inde vers. eu' habere seu manutenere debeat &c.

A Plea Solvit (Payment) according to Promise.

Et pred' A. per &c. Attorn' suum venit &c. Quando, &c. Et dicit quod pred' C. actionem suam pred' inde versus eum habere non debet Quia dicit quod post Promission' & Assumption' suas pred' in forma pred' fact' & ante diem impetrationis Brevis Original' pred' C. solvit die &c. Anno Regni dict' Dom' Regis nunc Septimo supradict' ipse idem A. apud &c. pred' bene & fidelit'r solvit prefat' C. pred' vigint' libr' secund'm Promission' & Assumpcionem su' pred' Et hoc paratus est Verificar' Unde petit Judic' si pred' C. actionem sua' pred' inde versus eum habere debeat &c.

A Plea

A Plea non Culpabilis, &c.

Et pred' A. &c. Quando &c. Et dicit q'd ipse in nullo est Culpabilis de premis superius ei impoit' prout pred' C. sup'ius vers. eum Queritur &c. *If in Trespass*, Et dic' quod ipse in Nullo est Culpabilis de Transgr' pred' prout &c. *And if in Assault, say*, in Nullo est Culpabil' de Transgr' &c. Insult' pred' &c. Et de hoc pon' &c.

A Plea in Justification for Words Spoken.

Et pred' A. per &c. Attorn' suum venit &c. Quando &c. Et dicit quod pred' C. Actionem pred' inde versus eum habere non debet Quia dicit quod pred' C. ante pred' die &c. Anno &c. supradict' scilt' (tali Die &c. Anno) Vi &c. Armis videlt' baculis &c. Cultellis Clausum ejusd'm A. apud &c. pred' fregit &c. Intravit &c. unum Instrumentu' vocat' &c. ad valenc' &c. de Bonis &c. Catallis ip'ius A. adtunc &c. ibid' Inventum felonice furatus fuit Cepit &c. Asportavit contra pacem D'ni Regis nunc Que quid'm Bona &c. Catalla sup'ius Specificat' post Feloniam pred' per pred' C. in forma pred' fact' &c. perpetrat' apud &c. pred' fuerunt inventa in Possione ip'ius C. Quarum quid'm Feloniar' pretextu id'm A. postea scilt' die &c. Anno supradict' apud &c. pred' C. communem Latronem &c. Furem esse palam &c. publice dixit retulit, publicavit, &c. propalavit, prout ei bene licuit Et hoc paratus est Verificare Unde petit' Judiciu' si pred' C. acc'onem suam pred' inde vers. eu' habere &c.

The Replication, and Issue thereupon,

Et pred' C. dicit quod ipse per aliqua pre allegata ab Acc'one sua pred' habend' precludi non debet Quia dicit quod ipse in Nullo est Culpabilis de Feloniis pred' nec eorum aliqua prout pred' A. sup'ius allegavit Et hoc Pet' quod Inquiratur per Patriam &c. pred' A. similiter Ideo preceptum est Vicecom' quod veniat' fac' hic in &c. per quos &c. Et qui nec &c. ad recogn' &c. quia tam &c.

Of Issues, and Records, &c. in C B.

*Issues how
made up,*

The Court of Common Pleas makes no use of Memorandums in making up Issues, as the King's Bench does; unless it be in special Cases, as on Bill against an Attorney, &c. They

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They only write at the Top the Prothototary's Name, and the Term, and begin with the Declaration thus :

Cooke. Trin. Septimo Georgii Regis.

*Summ' ton A. B. nuper de &c. in Com' pred' Gen' At-
tack' fuit ad Respondend' C. D. de Placito transgr' super
Casum Et unde id'm C. per &c. Attorn' suum Queritur
&c. (verbatim as in the Declaration) Et inde producit lectam
&c.*

Having written the Declaration, in a new Line begin the
Issue : For C. B. very seldom continues any *Imparances* in
their Entries ; tho' at the Bottom of Declarations, a *Li-
La* is usually given to the next Term.

Issue on non Assumpsit pleaded.

Et pred' A. B. per &c. Attorn' suum Ven' & Defend' Vim
& Injur' Quando &c. Et dicit quod ipse non Assumpsit su-
per se modo & forma prout pred' C. sup'ius verl. eum Que-
ritur Et de hoc pon' se super P'riam Et pred' C. silit' Ideo
Precept' est Vic' quod ven' fac' hic ad diem S'ti Trin' &c.
per quos &c. Et qui nec &c. ad recogn' &c. quia tam &c.

Issue, on Plea of nil Debet.

Et pred' A. B. per &c. Ven' &c. Et dicit q'd ipse non
Debet prefat' C. D. pred' vigint' libr' nec aliqua Denar' sum'
in forma qua' id'm C. sup'ius verl. en' Narravit Et de hoc
pon' se super P'riam &c.

Issue, on Non est Factum to a Bond.

Et pred' A. B. &c. dicit Quod ipse de Debito pred' Vir-
tute script' pred' onerari non Debet Quia dic' quod Scriptu'
illud' non est Factum Et de hoc pon' &c.

Plea of Money paid on Assumpsit.

Action' non &c. quia dic' quod post Promission' & As-
sump'on' suas pred' in forma pred' fact' & ante diem im-
petr' brevis Original' predict' A. scilt' (tali Die & Anno)
bene & fidelit' solvis' prefat' C. pred' vigint' libr' secun-
dum

The PRACTISING ATTORNEY: Or,

sum Promission' & Assump' suas pred' Et hoc parat' &c.
unde &c.

A Replication to the Plea.

Precludi non debet Quia dic' quod pred' A. non solvit eid'm
C. pred' 20 l. modo & forma prout dist' C. superius placi-
tando Allegavit Et hoc per' quod Inquirat' per P'riam &c.
Or, Et hoc &c. Unde per' Judic' & Debitum suum unaue'
Dampnis suis occ'one Detencon' Debiti ill' sibi adjudica-
ri &c.

A Rejoinder on the Replication.

Et pred' A. dic' quod (tali die &c. supradist') solvit pre-
fat' C. pred' 20 l. modo & forma prout pred' A. sup'ius
Allegavit Et de hoc pon' &c.

Records.

As to *Records*, they are to be made up in that Prothonotary's Office where the Cause was first entered: And in like Man-
ner are the whole Proceedings of any Cause to be carried
on: For every Clerk or Attorney ought to apply himself
to one Prothonotary's Office only, and there make his En-
tries, &c. A subsequent Roll may be amended by a for-
mer, as the issue Roll by the plea Roll, and both by the
imparlance Roll; the former Roll being the Warrant to
the Subsequent: But where the first Roll is vitiated, it is
not Amendable by any other that follows. The *Posses* may
be Amended by the Issue, or by the Clerk of the Assize's
Notes; but 'tis said the issue Roll, being made up, is not
Amendable, because it then becomes a perfect Record, and
to amend it would be to alter the Issue. If a Cause be car-
ried down by *Proviso*, the Plaintiff cannot withdraw the
Record; for it is now become the Record of the De-
fendant: And if the Defendant enter a *Ne recipitur* of the
Record at the *Assizes*, it has been adjudg'd he shall have
Costs for his Attendance.

In making up your Record, leave a Margin of about an
Inch, and near the Top of the Parchment write your *Pla-
cita* in small Court-Hand, as you do the rest of the Record;
but the Word *Placita* and the first Word of the Plea, Re-
plication, &c. should be Writ in great Court Hand, to
direct the Sight more easily to them. Write your Record
thus:

Placita

*Placita apud Westm' coram Petro King Mil' & sociis suis
Justic' D'ni Regis de Banco de Termino Ste' Trin'
Anno Regni D'ni Georgii Dei Gra' Magn' Britan' Franc'
& Hib'nie Regis Fidel' Defens' &c. Octavo.*

ROTLO ----

Then Beginning a New Line at half an Inch distance,
enter the Declaration :

*South'ron, si. A B. nuper de &c. in Com' pred' Gen'
Attach' fuit ad Respondend' C.D. de Pl'ito Transgr' super
Casum Et unde idem C. per &c. Attorn' suum Queritur
quare cum &c. (to the End of the Issue) Quia tam &c.*

Except it be on Death or Change of the Chief Justice,
or upon an old Record, in C.B. they write their *Placita*
but once; so that 'tis usual to leave an Inch space betwixt
the Issue and Jurata, and begin the *Jurata* thus:

*South'ron, si. Jur' int' C.D. Quer' & A B. nuper de &c.
in Com' pred' Gen' de Placito Transgr' super Casum ponitur
in respectu hic usque a die Sri' Mic'his in tres Septiman'
Nisi Justic' D'ni Regis ad Assisas in Com' pred' Capiend'
Assign' per form' Statut' &c. die &c. apud &c. in Com'
pred' prius ven' pro Desc'u Jur' Et quia null' ven' Ideo
Vic' h'eat Corpora &c. Et sciend' est q'd Bre' inde Justic'
hic in Cur' isto eod' Termino delib'aver' Deputat' Vic'
Com' pred' in forma Juris exequend' &c.*

If your *Jurata*, be in London, then say, London, si. Jur'
&c. ponitur in respectu hic usq; a die &c. (*the very next
Day after the Sitting, if in Term, or if not the first Return Day
of the next Term*) Nisi Petrus King Mil' Capiral' Justic' D'ni
Regis de Banco hic Assign' per form' Stat' &c. Die &c.
apud Guild-Hall London prius ven' &c. delib'aver' E. F.
Ar' Deputat' Vic' London in forma Juris &c.

If it be in *Middlesex*, you say, Nisi &c. apud *Westm'* pred'
in Magna Aula pl'itor vulgarit' nuncupat' *Westminster-Hall*
ib'm prius ven' &c.

In case your Issue be taken by the *Attorney General*, in
Quare Impedit it is thus :

Jur' int' Dom. Regem per *Phillips'* Yorks Mil' Attorn'
die' D'ni Regis nunc General' Quer' & A B. Cl'icoum de
Pl'ito Quare Impedit ponitur &c.

After the Record is made up, before sealing it, your
Issue must be entered on a Roll from the *Prothonotary*, or
at least you are to make on the same an *Incipitur* of the
Issue;

Issue; and then carry the Record and Roll to the *Prothonotary*, who, on paying him for the Issue, will sign your Record, and if there be Occasion give back the Roll: This being done, you carry your Record to Mr. *Mills's* Office in the *Temple* to be seal'd, and you are to make out your Warrants of Attorney, after this Manner:

South's on ff. A. B. po. lo. sup. E. F. Attorn' suum verf. C. D. nuper de &c. in Com' pred' Gen' de Pl'ito &c.
ff. C. D. nuper de &c. in Com' pred' Gen' po. lo. suo
G. H. Attorn' suum verf. A. B. de Pl'ito pred'.

These Warrants are to be given to the Clerk of the Warrants, who will sign your Record; and then you must give it to the Clerk of the *Jurats* to be Examind, after which Mr. *Mills* is to sign, and his Man to seal it.

Having under the Head of *Issues and Records in B. R.* given the Reader a very curious Precedent of a Record, Plea, &c. conformable to the present Practice; I shall here insert an Issue and Record made up, in this Court, in an extraordinary Case, this very Year under Prosecution.

A curious Precedent of an Issue made up in C. B. on Action of False Imprisonment.

Foley. Trin' 9^o Georgii Regis. Ro. ---

Norff. ff. Rob'tus C. nup. de &c. in Com. predict' Yeom' Attach. fuit ad Respondend' Joh'i S. Gen'oso de pl'ito Transgr' super Casum &c. Et unde id'm Joh'es per &c. Attorn' suu' Queritur q'd cum per Legem & Consuetud' hujus Regni nulla Persona Arrestari vel Attachiari debet nec debuit ad sectam alicujus alius Persone in aliqua Acc'one sive secta sine r'onabili Causa Pred'cus tamen Rob'tus Machinans & malitiose intenden' prefat' Joh'em in hac parte minus juste pergravare molestare & inquietare nec non ad causand' eund'm Joh'em minus rite Imprisonat' pro Magna Denar' sum'a & ad impediend' & deterrend' Amicos ipsius Joh'is & alios fideles Subditos D'ni Regis ad deveniend' Securitat' & Manuceptor' pro eod'm Joh'e vicesimo Octavo die &c. Anno Regni D'ni Georgii nunc Regis Magn. Britannie &c. Nono Termino S'ti Mich'is sine aliquo r'onabil' seu probabil' Causa falso & Malitiose Prosequi causavit extra Cur' dic' D'ni Regis de Banco hic scil't apud Westm' in Com. Midd'x. quoddam Bre' dic' D'ni Regis de Capias v'sus pred' Joh'em per no'en Joh'is S. nup. de &c. in Com' Norff. Gen'

Gen' tunc Vic' Com. *Norff.* direct' per quod' quid'm Bre' idem D'nus Rex eid'm Vic' *Norff.* Precept' q'd Cap' et pred' Joh'em si Invent' fuer' in Ballia sua Et eu' salvo custod' Ita q'd h'eret Corpus ejus coram Justic' d'ri D'ni Reg. apud *Westm* pred' in Octab sci' Hillar' tunc prox. sequen' ad Respondend' prefat' Rob'to per no'en Rob'ti C. de pl'ito Transgr' ac etiam in quodam pl'ito transgr' sup. Casu' sup. Assumpcon' ad Dampnu' ip'ius Rob'ti quingent' libr' Et q'd heret' ibi Bre' illud Virtute cujus quid'm Br'is pred' Rob'tus postea & ante Retorn' ejusd'm Br'is scil't Octavo die Decembr' Anno Regn' d'ci D'ni Regis nunc Nono supra dicto apud &c. in d'co Com' *Norff.* pred' Joh'em falso & malitiose Arrestari & Imprisonari causavit & procuravit Et eund'm Joh'em sic Arrestat' & Imprisonat' ad sectam pred' Rob'ti virtute Br'is illius per spaciu' triu' Mens'm extunc prox. sequen' ib'm detin'i causavit Quousq; Cur' d'ci D'ni Regis hic ip'm Joh'em ad Imprisonament' su' pred' per Bre' d'ci D'ni Regis nunc de *Superfedeas* eid'm Vic' *Norff.* direct' Exon'avit ubi revera & in f'to ip'e Joh'es tempore prosecuc'on' Br'is pred' nec non pred' tempore Arrestac'on' & Imprisonament' ip'ius Joh'is sic ut prefert' fact' mi'e Indebitat' fuit prefat' Rob'to in aliquo Denar' sum' nec hui' id'm Rob'tus aliq'm hu'mo'i Denar' sum' ad Dampn' ip'ius Joh'is Cent' Libr' Et inde produc' sectam &c. Cu' hoc q'd pred' Joh'es verificat' vult' q'd pred' Rob'tus C. non ult'ius prosecut' fuit Bre' suu' pred' v'lus ip'm Joh'em per quod' postea scil't Termino &c. Anno Regni d'ri D'ni Regis nunc nono suprad'to Conf. fuit per eand'm Cur' dic' D'ni Regis nunc hic q'd prefat' Rob'tus nil' Capet' per Bre' suu' pred' sed esset in mia' pro falso Clamore suo inde & q'd pred' Joh'es iret inde sine die pro ut per Record' inde in Cur' d'ri D'ni Regis nunc hic scil't apud *Westm* pred' in Com' *Midd.* pred' residen' plenius liquet & apparet &c. Et pred' Rob'tus per &c. Attorn' suu' ven' & Defend' vim & injur' quando &c. Et dicit q'd ip'e in nullo est culpabilis de permils' sup'ius ei imposit' prout pred'us Joh'es sup'ius v'lus eu' querit' Et de hoc pon' se super Priam' Et pred'us Joh'es inde silit' Jo. precept' est Vic' q'd venir' fac' hic a die s'ce &c. per quos &c. Et qui nec &c. ad recogn' &c. Quia tam &c.

A Venire facias, for Trial.

Georgius Dei Gratia &c. Vic' S. saltem Precipimus tibi q'd Venire fac. coram Justic' n'ris apud *Westm* a die s'ce Trin' &c. duodecim liberos & legales homines de Corpore Com'.

The PRACTISING ATTORNEY: Or

Com' tui quor' quilibet habeat decem Libr' Terr' Tentor' vel Reddit' per Ann' ad minus per quos Rei veritas melius sciri poterit Et qui nec A. B. Quer' nec C. D. nuper de &c. in Com' tuo &c. aliqua Affinitate atting. ad faciend' quand'm Jura'm pri'e inter Partes prodic' de Pl'to &c. Quia tam id'm A. quam pred' C. inter quos inde Contens'o est posther' se in Juratam ill' Et h'ear ibi no' la Jur' Et hoc Breve Teste Petrus King apud Westm' die &c. Anno Reg. n'ri septimo.

There need not be 15 Days between the *Testa* and Return of this Writ to try a Cause in the Country; in *London* it is always return'd the last Return of the Term, and the second Return in *Affidates*. As the *Mut Warrants* it, it must not bear *Testa* before the Issue join'd; it is to be made out the same Term Issue is join'd; the last Return upon your Issue Roll of that Term: But in the Record and *Ven'* *fari* the first Return of the same Term you try it, if this be three or four after. And *Note*, where it is returnable the last Return within Term, you cannot have Execution on a *Vordis* the same Term.

Where Motions are made to alter *Venues*, the Defendant is to make Affidavit of the Place where the Cause of Action arose, and his Attorney must make Affidavit in *Latin*, in the Margin of the Declaration, of the Time of his receiving it: And if the Motion be granted, is to pay the Plaintiff for a New Original. If after Notice of Trial the *Venue* be chang'd, you must give fresh Notice, or the Judgment shall be set aside.

Where the Action is laid in an improper Country, the *Venue* shall be changed *ex debito*. But in *False Return*, the *Venue* may be from the County where the Return was, or in *Affidates* where the Writ is filed, and if in either, it will not be changed: And in Action on Covenants, or for Money on Bond, or on Escape, you may not Change the *Venue*; nor in any Action after Plea pleaded.

A Habeas Corpora Jurator'.

Georgius Dei Gra' &c. Vlc' S. sal'm Precipim' tibi quod h'ear coram Justic' n'ris apud *Westm'* a die &c. vel coram Justic' n'ris ad Assis in Com' tuo Capiend' Assign' per forma' Statut' inde provis. si die &c. apud &c. in Com' tuo prius ven. Corpora A. B. C. D. E. F. &c. (*naming the Jury return'd with their Additions*). Jur' seu' in Cur' n'ra Coram Justic' n'ris apud *Westm'* &c. int' G. H. Quer' & J. K. nuper

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per de &c. in Com' tuo Gen' Def' de pl'ito &c. ad faciend'
Juratam illi. Et habeas ibi hoc Breve Teste P K. &c.

This Writ Issues out of C B. to the same Intent that a
Disring' Jurat' does out of B R. You may bespeak it at
Mr. *Bulstrode's* Office, kept at the Examiners Office at the
Rolls, or you may fill it up your self and carry it thither
with your *Venire*; and his Clerk will examine and sign
it, and the *Venire* and *Pannel* is to be left with him to be
filed. Then it is to be sealed, which may be done either
before or after the sealing your Record.

Formerly if your Record was not Tried at the first Assizes,
you might make out a *Plur. Hab. Corpor.* by the old one;
and you could not, without committing Error, file a New
Hab. Corp. upon a New Pannel: But this is alter'd by Stat.
7 & 8 W. 3. You must now carry the old Record or a
Copy of it to the Clerk of the Treasury to be Examined by
the Roll; and he will make you out a New Record if the
old one be lost, or alter the old one and seal it anew.

The *Hab. Corpor.* must be delivered to the Under-Sheriff
at the Assizes to be return'd there: And both it and the
Record are then put into the Hands of the Marshal, who
when the Cause is call'd delivers them to the Judge.

A Subpœna ad Testificand.

Georgius Dei Gra' &c. A B. C D. &c. Sal'cm Preci-
pimus vobis &c. cuilib' v'r'm firmit' injungen' Quod ol'bus
aliis prætermisiss & Excusac'one quacunq; cessan' sitis in
propr' person' v'ris coram Justic' n'ris ad Assis apud &c.
in Com. S. die &c. prox' futur' tenend' ad Testificand' &c
veritat' dicend' in quad'm Materia Controversie in Cur'
n'ra cora' Justic' nostris apud *Westm.* penden' indeterminat'
int' G. H. Quer' & J. K. nuper de &c. in d'co Com' S. Gen'
de pl'ito &c. Et hoc nullatenus Omittatis nec aliquis v'r'm
omittat Sub pœna cujuslib' v'r'm Cent' Librar' Teste P K.
&c.

A Subpœna Ticket, for Witnesses.

Mr. A B.

By Virtue of a Writ of *Subpœna* to you directed, and
herewith shewn, You are personally to be and appear be-
fore his Majesty's Justices of Assize on &c. next being the
&c. day of &c. at Ten of the Clock &c. in the forenoon

The PRACTISING ATTORNEY: Or,

of the same Day, at the Court then to be holden at &c. in the County of &c. to Testify the Truth according to your Knowledge in a certain Cause now depending, and then and there to be tried between G. H. Plaintiff and J. K. Gen. Defendant in a Plea of Trespas on the Case on the part of &c. And hereof you are not to fail on pain of 100 l. Dated the Day of &c. in the Year of the Reign &c. Annos; D'ni &c.

If for London or Middlesex, then say, Appear before Sir Peter King, Kt. Lord Chief Justice &c. *Multas' Mutandis.*

A Party Interested in a Cause, a Wife for or against her Husband in Civil Cases, Persons attainted of false Verdict, Convicted of Perjury or Forgery, of Felony not Pardon'd, one *non sana Memoria*, an Alien Infidel &c. may not be *Witnesses*: But Kinsmen, tho' never so near, Servants, Masters, and others, not Infamous, which want not Understanding, and are not Parties in Interest, may be good Witnesses; and also a Jew, sworn on the Old Testament.

An Attorney may be a Witness, but he is not to be examined against his Client; so may a Council on one Side be examined by the other, if served with a *Subpoena*: One of the Jury may be sworn as a Witness, but then he must be examined on Oath in open Court. Where there are several Defendants, and one is found not Guilty, or the Plaintiff gives no Evidence against him, he may be sworn and examined: As may also a Legatee to prove a Will, if his Legacy be but small. If one be Bail to the Arrest only, he may be a Witness for the Defendant, but not if he be Bail to the Action. And it has been held where one is made Defendant in a Suit on purpose to take away his Testimony, he may be examined in that Cause *de bene esse*, and what he says shall be allow'd good Evidence, if the Plaintiff proves no Cause of Action against him.

One that claims Benefit by a Deed, cannot be a Witness to that Deed, nor one concerned in the Title of Land, &c. tho' no ways a Party to the Suit depending. If you have a Deed to be produc'd as Evidence, it is the best way to bring it into the Treasury, and move there that it may be admitted at the Trial by the other Side; upon which if it be refused, the Court will order full Costs of your Witnesses to prove it. The Counterpart of a Deed cannot be produced as Evidence, if the Original be in being; unless the Party make out that he hath used his utmost Endeavours to procure the Original without Effect: And if it be in the Hands of a third Person, a *Subpoena* with a *Duces tecum*

caus may be issued; whereupon, on Failure, the Court will order it to be produc'd.

It has been adjudg'd, that a Bill in Chancery should be read as Evidence, tho' it be not binding Evidence: But neither Bill nor Answer shall be read as Evidence in the Common Law Courts, except in Trials between the same Parties; and even in such Cases it has been frequently denied.

Of Trials, Judgment, Execution, &c. in C B.

The Writs and Processess I have last treated of, are preparatory to Trial: And the Proceedings on Trials in C B. are *to Trial*, the same with those in the Court of B R. If the Plaintiff hath *same as in* given Notice of Trial, and does not proceed nor countermand B R. the Notice before the Assizes, the Defendant on his or his Attornies Affidavit of his Attendance, may the next Term have a Rule of Course, without Motion, for his Costs of Attendance: The Rule must be observ'd by the Plaintiff's Attorney, after a Day for him to attend is set down by the Master or Prothonotary, or on his Refusal or Neglect, if good Cause be not shewn why he did not attend, *26 s. 8 d.* Costs will be taxed at the foot of the Rule; which you are to recover by serving the Plaintiff personally with a Copy of the Rule and Taxation, and demanding the Money; which if he refuses to pay, upon Affidavit thereof, and Motion made, the Court grants an Attachment against the Plaintiff. If the Defendant appoints any one to receive the Money, he is to empower him by Letter of Attorney, and give Notice to the Plaintiff thereof.

After the Defendant hath Pleaded, and the Issue is well *The Plaintiff* joined, the Plaintiff is to proceed to Trial, (tho' the Defendant declare he will not attend, or refuses to accept the *ced after* Notice of Trial,) and shall have a Verdict: Nor can the Defendant Plaintiff wave his Trial, and have a Writ of Inquiry, for *both plead* that is to be only where a Judgment is by Consent of the *ed.* Defendant, or for Want of Pleading. But if the Defendant is unwilling, or not prepared, to try the Cause the first Day of the Assizes, upon a Petition and Affidavit of the Reasons exhibited to the Judge, he will stay it till another *Trial stay-* Day the same Assizes. *ed.*

If a Juror be withdrawn, the Defendant cannot carry the Cause down by *Proviso*, because the Cause stays by Consent; for no Juror can be withdrawn without Consent of both Sides. Where you move for a new Trial, on the Juries *New Trial.* finding against the Judge's Direction, you must produce the

The PRACTISING ATTORNEY; Or,

the Judge's Certificate of their so finding in Court. For a new Trial because excessive Damages were given in Assault and Battery, it has been Ordered to shew Cause why, on bringing in the Money and paying full Costs, it should not be granted. And upon Suggestion of an Agreement, a new Trial was granted upon bringing the Money into Court within 12 Days, and to pay full Costs, or else the Plaintiff to take his Judgment.

Costs.

No new Trial shall be granted without Costs being paid of the first Trial. And upon a Nonsuit in the Courts at Westminster, Oath being made of the Costs taxed and demanded, the Court will not permit the Plaintiff to proceed in the same Cause, till he hath paid the Defendant Costs of the Nonsuit.

*Rules to
sign Judg-
ment.*

In all Real Actions, after your Common Rule to plead is out, before you can have Judgment, you must move for a peremptory Rule: Also in Real Actions you cannot sign Judgment without a Special Rule of Court. As to the *Postea's* upon Record after Verdicts, your Record is return'd by the Clerk of the *Postea's*, and from thence you are to carry it to the Prothonotary to Tax Costs, who gives the *Postea* to the Clerk of the Judgments, and he takes care of continuing the same on the Rolls: After Judgment enter'd, Execution is awarded, &c.

Rolls.

In making up your Roll for Judgments, leave a Margin of an Inch, and begin your first Line about a Span from the Top; then enter your Declaration, thus:

South-ton ff. A. B. nuper de &c. in Com' pred' Gen' sum' fuit ad Respondend' C. D. de Pl'ito &c. (to the End of the Declaration) Et inde produc' Secram &c. And so enter the rest of your Pleadings and Issue, beginning a new Line at each Plea, &c.

Of these Judgments the Attornies enter only such as are had without Trial, viz. by *Nil dicit*, *Cogn. Action.* or *Non sum Informat.* which are entered after the Declaration, beginning a new Line, as directed in B R.

When you bring in your Rolls in this Court, you are to Pocket your Judgments and Entries on the Docket of that Term wherein they are entered, after this Manner:

Non Inform' in Debito.

South-ton ff. Selby pro Baker

Brooks pro Williams

} Rot'lo 150.

And upon any Occasion you may soon find out a Judgment by searching these Dockets, if you know the Attorney's Name: Or you may readily find it, if you search with

with the Clerk of the Effoins, who keeps an Alphabetical Table of the Names of the Defendants.

The Writs in this Court on Judgment and Execution, are, *Writs of Capias ad Satisfaciendum, Fieri facias, Elegit, Habere Facias Execution. Possessionem, Scire Facias, &c.*

A *Capias ad Satisfaciendum* is a Writ founded on the Statute, *A Ca. Sa.* and lies after Judgment, where a Man hath recovered in a Personal Action, as Debt, Damages, &c. And he against whom the Recovery is obtain'd has no Lands or Tenements, or Goods sufficient, whereof the Debt may be Levied: Then shall the Person recovering have a *Ca. Sa.* commanding the Sheriff to take his Body, and he shall be imprisoned until Satisfaction be made. And if the Sheriff, &c. let him go at Liberty before the Debt is satisfied, the Creditor may have either Action of Debt, or on the Case against the Sheriff, and recover the Debt due.

A Writ Ca. Sa. in Case.

Georgius Dei Gra' &c. Vic' S. Sal't'm Precipimus tibi quod Capias A. B. nuper de &c. in Com' tuo Yeom' si invent' fuerit in Balli'a tua Et cum salvo Custod' ita quod habeas Corpus ejus coram Justic' n'ris apud Westm' die &c. (the Return) ad Satisfaciend' C. D. de vigint' libris qui eid'm C. in ead'm Cur' n'r' coram Justic' n'ris apud Westm' adjudicat' fuer' pro Dampnis suis que sustinuit occasione cujusd'm Transgr' super Casum eid'm C. per prefat' A. apud &c. in Com' tuo fact' & illat' Unde Convict' est Et h'eas &c.

If in Debt, Ad satisfaciend' &c. quod id'm C. D. in Cur' nostr' coram Justic' n'ris &c. recuperavit vers. eam &c.

On *Nonsuit* in Debt say, Per Discretion' eorund' Justic' juxta formam Statuti &c. adjudicat' fuer' pro Miss. & Custag' suis que sustinuit pro eod' quod pred' A. B. non est prosecut' Br'e sun' per eund'm A. in quod'm Pl'ito Debiti &c. vers. prefat' C. in Cur' nostr' impetrat' Unde Convict' &c.

Nonsuit at the Assizes, Que sustinuit pro falso Clamore pred' C. in quod'm Pl'ito Deb'i &c. per eund' C. versus prefat' A. in Cur' nostr' prosecut' Unde &c.

Upon a Judgment against an Executor or Administrator, a *Ca. Sa.* ought not to issue our, but a *Fi. Fa. de bonis Testatoris*, except a *Devastavit* be return'd.

The Writ *Fieri Facias*, is a Judicial Writ, founded on the *A Fi. Fa.* Statute of *Westm. 2. c. 18.* and lies for him who has recovered Debt, or Damages, commanding the Sheriff to Levy the same of the Defendant's Goods; and must be brought within a Year and Day after the Recovery had. Before the Stat.

29 Car. 2. c. 2. Goods were liable to the Execution from the *Teste* of the *Fieri Facias*; but by that Statute no *Fieri Facias*, or other Execution, shall bind the Property of the Goods but from the Time the Writ is delivered to the Sheriff, &c. And the Goods of a Stranger, in the Defendant's Possession, are not to be taken on a *Fieri Facias*.

A Fi. Fa. sur Promiss. non Performat.

Georgius Dei Gra' &c. Vic. S. Sal'tm Precipimus tibi quod de Bonis & Catallis A B. nuper &c. in Balli'a tua Fieri Fac. decem libr' que C D. in Cur' nostr' coram Justic' n'ris apud Westm' adjudicat' fuer' pro Dampnis suis que habuit occ'one quarund' Promission' & Assumpc'on' eid'm C. per prefat' A. apud &c. in Com. tuo fact' non performat' Et Denar' ill' habeas coram Justic' n'ris apud Westm' in Cr'o S'te Trin' ad Reddend' prefat' C. de Dampn' predi& Unde Convict' est Et h'eas ibi hoc Br'e Teste &c.

In *Debt*, Quod de Bonis & Catallis &c. Fieri Fac. tam quoddam Debitum Vigint' Libr' quod C D. in Cur' nostr' &c. recuperavit vers. eum quam 20 s. qui eid'm C. in ead'm Cur' nostr' adjudicat' fuer' pro Dampn' suis que h'uit occ'one Detenc'onis Deb'ti ill' Et Denar' ill' h'eas &c. ad Reddend' prefat' C. de Deb'to & Dampnis pred' Unde &c. Et h'eas &c.

In *Trespas*, Adjudicat' fuer' pro Dampnis suis que sustinuit occ'one cujusd'm Transgr' eid'm C. per prefat' A. Vi & Armis ac contra Pacem nostr' apud &c. in Com' tuo illat' Et Denar' &c. de Dampnis &c.

After you have Judgment by Default or Confession against an *Executor* or *Administrator*, you can have no *Fieri Fac. de bon' propr'* nor Execution of his Body, till you have first had a *Fieri Facias de bonis Testatoris* returned *Nulla bona*; after which there must go out a Writ of *Scire Facias & Inquir'* to find if any Assets be come to the Defendant's Hands; And if Assets be found, the Sheriff must return a *Devastavit* according to their Value, which *Devastavit* being Traversed by the Defendant, is to be Tried by the Jury; and then Execution shall go out against the Defendant *de bon' propr'*.

But the tedious Way of Inquisition may be avoided by bringing an Action in the *Debet* and *Detinet* against an *Executor*, suggesting a *Devastavit* in the Declaration without any Return of the Sheriff, or finding of a Jury.

If a Sheriff refuse to pay Money levied on a *Fi. Fa.* the Party recovering shall have a *Fieri Facias*, or an *Elegit*, against such Sheriff *de bonis propriis*. And if you levy only
Part

Part of a Debt on a *Fi. Fa.* you may award a *Ca. Sa.* for the Residue.

An *Elegit* is a Writ by Virtue of the Statute of *Westm. 2.* An *Elegit.* and lieth where a Man hath recovered Debt or Damages against one not able by his Goods to satisfy it, requiring the Sheriff to take in Execution, and make Delivery to the Plaintiff a Moiety of the Party's Lands and Tenements; and all his Goods and Chattels, Beasts of the Plough excepted.

A Writ of Elegit, in Debt.

Georgius, &c. Vic' S. Sal'tm Cum A B, nup' in Cur' nostr' coram Justic' n'ris apud Westm' per Conf. ejusd'm Cur' recuperasset v'sus C D. nuper de &c. tam quoddam Debitum Centum Librar' quam Cent' Solid' qui eid'm A. in ead'm Cur' nostr' adjudicat' fuer' pro Dampnis suis que habuit occasione detent' Debiti ill' unde Convict' est id'm A. Postea ven' in ead'm Cur' nostr' & per Statut' inde provis. Elegit sibi liberari om'ia Bona & Catalla predict' C. preter Boves & Affros de Caruca sua & silit' Medietat' omniu' Terrar' & Tenementoru' suoru' in Balli'a tua Tenend' Sibi Bona & Catalla pred' ut Bona & Catalla sua propr' ac etiam tenend' Medietat' pred' Ut lib'rum Tenementu' suum sibi & Assign' suis juxta forma' Statuti pred' quousq; Debitum & Dampna pred' inde levaverit Et l'o tibi precipimus quod omnia Bona & Catalla pred' C. preter Boves & Affros de Caruca sua Et silit' Medietat' omniu' Terrar' & Ten'orum suorum in Balli'a tua de quibus id'm C. in C'ro S'te Trin' Anno Regni n'ri septimo quo die Judicii' inde redit' fuit vel unquam postea fuit seisit' p'fat' A. sine dilac'one lib'ari fac' per r'onabil' pretiu' & Extent' tenend' Sibi Bona & Catalla pred' ut Bona & Catalla sua propria Ac etiam tenend' Medietat' pred' ut liberum Tenementum suum sibi & Assign' suis juxta form' Statuti predict' quousq; Deb'um & Dampna pred' inde levaverit Et qualit' hoc Precept' n'r'm fueris Execut' constare fac' Justic' n'ris apud Westm' a die &c. Sub Sigillo tuo & Sigillis eorum per quorum Sacrm' Extent' & Appretiatio'em ill' feceris Et h'eas ibi &c.

If upon an *Elegit* there be no Execution but of Goods, because there is no Lands, and the Goods are insufficient, a *Capias* may Issue; for the *Elegit* in such Case is in Effect but a *Fieri facias*, tho' the Word be *Elegit*: But if there be Land and it is extended, it is otherwise. If a Judgment be had against one, who thereupon sells his Land; in whose Hands soever the Land is, it shall be liable to that Judgment.

Where

Where a Sheriff on an *Elegit* returns that the Defendant hath no Lands in the same County, upon *Testatum* he shall have an *Elegit* into another County. And several *Elegits* may issue into several Counties where the Lands lie.

Hab. fac.
Possess.

The Writ *Habere Facias Possessionem*, lies after a Recovery in *Ejectione firme*, or *Quare ejecit infra Termin'* commanding the Sheriff to put the Plaintiff in actual Possession of his Farm or Term. And the Sheriff in Executing this Writ, as well as the Writ *Habere facias Seisinam*, may break open the House to deliver Possession or Seisin to the Plaintiff: But this may not be done on a *Ca. sa. Fi. sa. &c.* unless the King be Party, nor even then if the Writs may be otherwise Executed.

A Writ of *Hab. fac. Possio'em.*

Georgius &c. Vic' S. saltem Cum A B. nuper in Cur' nostr' coram Justic' &c. per Cons. ejusd'm Cur' recup'avit Terminu' suu' adhuc ventur' de & in un' Messuag' &c. cum pertin' in &c. in Com' tuo versus C D. nup' de &c. in Com' tuo Gen' que E F. Armig' die & Anno &c. prefat' A. Dimisit habend' & occupand' Ten'ta pred' cum pertin' sibi & assign' suis a die &c. tunc ult' preterit' usque plenam finem & Termin' septem Annor' extunc prox' sequen' & plenar' complend' & finiend' qui nondum preterit Et unde pred' C. ip'm A. a possessione sua inde Expulit & amovit ac eund'm A. a firma sua pred' Ejecit Et l'o tibi precipimus Quod prefat' A. Possessionem sua' Termin' sui pred' adhuc ventur' de & in Tent' pred' cum pertin' sine dilac'one h'ere fac' Et qualic' hoc Precept' n'r'm fueris Execut' constare fac' Justic' n'ris apud Westm' a die &c. Et h'eas &c.

If you add a *Fieri facias* for *Costs*, after the Return of the Writ, say, — Precipim' etiam tibi q'd de Terris & Catallis pred' C. in Ballia tua Fieri fac' Decem libr' &c. qui ei'd'm A. in ead'm Cur' nostr' Adjudicat' fuer' pro Dampnis suis que h'uit occ'one Transgr' & Ejeccon' pred' Et Denar' ill' h'eas &c. Et h'eas ibi &c.

Sci. fac.

As to the Writ *Sci're facias*, having particularly treated of it in the Practice of *B R.* I have only to observe in this Place, that if Judgment be against a Testator, there must issue a *Sci're fac.* against his Executor or Administrator, tho' within the Year: And if one recover against a *Feme sole* and she becomes *Covert* within the Year and Day, a *Sci're fac.* is to issue against the Husband.

If a Judgment be above a Year and a Day old, you may proceed either by Action, or *Sci. fac.* and in the former you will recover Costs. Some Writers say, the Defendant may have a *Scire facias* against the Plaintiff to make him acknowledge Satisfaction upon a Judgment when Money is paid, suggesting the Payment in the Body of the Writ. Where the Defendant dies between Verdict and Judgment, the Plaintiff will lose his Judgment if he sign it not in two Terms.

Besides *Sci. fac.* there is another Way of prosecuting Bail, which is by Original at Common Law, for the Sum for which they became Bail; and thereupon arrest them upon *Capias*, *Alias*, and *Pluries*, or sue them to Exigent, and declare upon the Recognizance, using all Proceedings thereon as in Action of Debt.

And this Action is to be laid in the County of *Middlesex*, where the Records lie, &c.

Of Writs of Error, Habeas Corpus's, and Certiorari's, in C B.

As for Writs of Error, if Errors are allow'd, the Judgment is made void, and the Defendant is to have Restitution: If they are not allow'd, then is the former Judgment confirmed. But tho' Judgment be reversed, yet is not the Plaintiff's Cause of Action taken away; for he may bring a new Cause for the same Action if he will; tho' this must be done within a Year after the Reversal.

How to commence, prosecute, and determine a Suit of Error, vide the Head Writs of Error in B R.

Causes are remov'd in C B. out of inferior Courts either *Causes rem'd* by a *Pone*, *Tolt*, *Accedas ad Cur'*, *Recordare*, &c. or a Writ mov'd. of false Judgement: But the most usual Way of removing Causes hither is by *Certiorari* or *Habeas Corpus*. And where the Body is not in Prison by Supposition of Law, a *Hab. Corp.* is not proper to remove the Cause, but a *Certiorari*.

Where a Cause is remov'd by *Hab. Corp.* out of an inferior *Hab. Corp.* Court, at the Return of the Writ the Plaintiff must give Bail to be Rule for the Defendant to put in special Bail within 4 put in &c. Days after Notice, which being neglected by the Defendant, and he having been served with the Rule, a *Procedendo* shall issue, on Certificate from the Judges that no Bail has been put in. In case Bail be put in, the Plaintiff hath 20 Days to except against it, and is to have Notice of it; and if he makes no Exception before the 20 Days end, it stands absolute; so that the Plaintiff must file his Original, and declare

declare within two Terms after the Bail put in, or else the Bail is not liable. Where Exception is taken to the Bail, the Plaintiff must have a Rule signed by the Judge who took the Bail, that unless better Bail be put in by a Day, the Plaintiff shall have a *Procedendo*; which Rule is to be served on the Defendant's Attorney.

Recordare's Causes out of inferior Courts not of Record, before *Judgment*, are removed by these three Writs, made by the Curistor, viz. a *Recordare*, to remove a Plaint out of the County Court; a *Pone*, to remove a Cause which is there by *Justices*; and an *Accedas*, to remove a Plaint out of the hundred Court. The *Recordare* and *Accedas*, in all Actions but Replevin, are to be filed by the Prothonotary; and in Replevin with the *Filizer*, when the Plaintiff brings the Writ; But in Replevin he must examine if the Defendant hath appear'd; if not, he must sue out a *Pone* from the *Filizer*, and with the Sheriff return Issues: You have then a *Distingas*, *Alias* & *Pluries Distring* ad infinit' till he doth appear, and after his Appearance, you declare and proceed as in Causes after Arrest. If the Defendant brings the Writ in any other Action but Replevin, he must file it, and enter his Appearance with the Prothonotary with all possible speed to prevent a *Procedendo*: After the Writ is filed and Appearance entered, you give Rule with the *Filizer* for the Plaintiff to declare, which if he refuses when the Rule is out, you enter a *Non Prof.* If he declares, you proceed *ut supra*.

*Writ of
false
Judgment
and Pro-
ceedings
thereon.*

To remove a Cause, after *Judgment*, out of an inferior Court, not of Record, you must bring a *Writ of false Judgment*, and when returned file the same with the Prothonotary; it is to be also entered with the Errors assign'd on a Roll: Then a Copy of it is to be delivered to the Attorney on the other side, who is to appear thereto; and he that had the Judgment below, but is the Defendant in this Writ, must get a Serjeant to move on the Record, maintaining the Judgment against the Errors assign'd, and praying a *Writ de Executione Judicii*: But if this be granted, and the Judgment affirmed, yet he recovers no Costs; nor doth the Plaintiff in the Writ recover any Costs, tho' he reverses the Judgment.

A Hab. Corp. cum Causa ad fac. & rec.

*Georgius &c. Majori &c. sal't'm Precipimus vobis q'd h'ca-
tis coram Justic' n'ris apud Westm' die &c. (Day of the Re-
turn) Corpus A B, in Prisons nostra sub Custod' vestra de-
tent'*

tenet' ut dicitur quocumq; no'ie censeatur in ead'm unacum' die & causa capcon' & detencon' ejusd'm ad faciend' & recipiend' q'd Cur' nostra de eo Conf. in hac parte Et h'cas &c.——It on a *Cepi*, say, Corpus A B. quem per Precept' nostru' Cepisti & penes te detines prout tuipse Justic' nostr' apud *Westm*' (tal' Die) ult' preterit Mand' ad Respond' C D. de Pl'ito q'd reddat ei 50 l. quas ei debet & injuste detinet ut Dicitur. Et h'cas &c.

A *Hab. Corp. ad Satisfaciend'*, against a Man in the Fleet, delivered to the Warden of the Fleet, is sufficient to charge him in Execution. If the Defendant be minded to go to the Fleet, there needs no Bail; and if he be not actually in Prison, you must get the Officer to return a *Cepi*, or get some other Officer to take him into Custody, and make Certificate thereof, or carry him to Prison.

If the Plaintiff do not declare within the time appointed by the Orders of the Court, the Prisoner may be discharged by *Superfedeas*.

A *Superfedeas* (quia improvide) sur *Hab. Corp.*

Georgius &c. Vic' S. salt'm Cum nuper tibi per Br'e n'rm Precipim' q'd haberes A B. in Prifona nostra sub Custod' tua existen' unacum Die & Causa captionis & detenc'ois ejusd'm A. coram Justic' n'r' apud *Westm*. in die, &c. ad faciend' & recipiend' quod Cur' nostra in ea parte Conf. Quia tamen Justic' nostris pred' apud *Westm*' pred' satis constar quod pred' Br'e de Habeas Corpus improvide emanavit Ideo tibi Precipimus quod p'fat' A. occ'one premiff. molestan' seu de Brevi pred' coram Justic' n'ris apud *Westm*' retornand' aut de Br'i illo aliqualit' exequend' *Superfed*' omnino Teste &c.

Of Proceedings against Attornies, and Attachments in C B.

The Methods of Proceedings for and against Clerks and Attornies of B R. will serve *mutatis mutandis* for this Court. *What Pri-*
The usual Course where an Attorney or Clerk of Court is *vilege*.
Plaintiff, is to sue out an *Attachment of Privilege*: And an Attorney may chuse whether he will sue or be sued out of the County of *Middlesex*, because his Attendance is always supposed to be there.

If an Attorney sue in this Court for his Fees, &c. and *vileges* At-
lay his Action in *Middlesex*, the Court will not alter the *verities*
Venue, altho' the Cause he was retained in were in another *have beyond*
County others.

The PRACTISING ATTORNEY: Or,

County. The Statute of Limitations cannot be pleaded to an Attornies Bill; but it may to a Solicitor's. If an Attornies be Defendant, he ought not to give in any Bail, (being supposed present always in Court) if he gives in Bail, he waives his Privilege. But, by the Custom of the Court, special Bail is to be given on an Attachment at the Suit of an Attornies Plaintiff, tho' the Debt be but 40 s. Yet if the Attornies delivers a Declaration before Bail is put in, he thereby waives his Privilege of insisting on special Bail.

How to prosecute Attornies.

After a Bill is filed against an Attornies, he is to be called in Court, and thereupon a Rule must be given to plead, and if he will not appear upon Rule, he shall be fore-judg'd. If you Arrest him before he is fore-judg'd, he may discharge himself by *Superseatas*. An Attornies using any Trade, shall be obliged either to leave off his Trade, or be put out of the Roll: And in this Case, a *Capias* has been granted before the Attornies has been fore-judg'd. If any Attornies would save an Arrest upon Process of any of the Courts at Westminster by his Privilege, he must deliver his Writ of Privilege to the Sheriff, and allow it with him; otherwise if the Attornies be Arrested, without Allowance of the said Writ, the Sheriff will not Discharge him upon his Writ of Privilege, but he must then plead his Privilege for his Discharge *sub poena Sicilli*. But if the Process issue out of an inferior Court, such Writ is a Discharge altho' it be not allowed.

An Attachment of Privilege for an Attornies of the Common Pleas runs thus:

A Writ of Attachment of Privilege

Georgius Dei Gra' &c. Vic' S: sal'tm Attach' A.B. C.D. &c. ita quod habeas eos coram Justic' nostris apud Westm' die &c. ad Respondend' E.F. Gen' ul' Attorn' Cur' nost' de Banco juxta Libertat' & Privileg' ejusd'm Cur' pro humo'i Attorn' ac aliis Ministris de eod'm Banco a tempore quo non exist' Memoria' instat' & approbat' in ead'm de Pl'ito &c. Et h'ear &c.

A Declaration by an Attornies of C.B. is as follows: A.B. nuper de &c. Attach' fuit per Br'e Dom' Reg' de Privileg' & Cur' hic emanant' ad Respondend' E.F. Gen' ul' Attorn' Cur' Dom' Reg' de Com' Banco hic (juxta Libertat' & Privileg' de pred' Banco a temp' &c.) de pl'ito Transgr' super Casum Sic. Et unde idem E. in propria Persona sua queritur

tur &c. If by a Prothonotary's Clerk, say, Ad Respondend' E. E. Gen' un' Clericos' Job' in Cook Ar' capital' Prothonotari' Dom' Reg' de Banco, &c.

A Now upon a Bill filed in C.B. against an Attorney, is thus: Memorandum quod tali die &c. isto eod'm Trimin' Ven' hic in Cur' A.B. per &c. Attorn' suum & exhibuit Justic' Dom' Reg' hic Quand'm Billam sua' versus E. E. Gen' un' Attorn' Cur' Dom' Regis de Banco presen' hic in Cur' in propria persona sua cujus quid'm Bill' Tenor sequitur in hoc verba viz. Justic' Dom' Reg' de Banco scilicet A.B. per &c. Attorn' suu' Queritur de E. E. un' Attorn' Cur' Dom' Regis de Banco alias dicti E. E. &c. presen' hic in Cur' prope person' sua de eo quod &c. (as in other Declarations of Debt.) Et Damp' habet ad valent' 20 l. Et inde petit Remedium &c.

An Attachment against an Attorney for Contempt.

Georgius &c. Attach' E. E. un' Attorn' Cur' n're de Banco ita q'd eum h'as coram Justic' n'ris apud Westm' (tali die) ad Respondend' nobis de &c super his que ei ex parte n'ra adtunc Objicient' Et h'cas &c.

If a Defendant is taken on Attachment for Contempt, as for Attach-
ment for
Contempt.
not paying Costs, &c. He is to give Bail-Bond to the Sheriff, and at the Return of the Writ appear personally in Court, where he enters into a Recognizance to appear there *de Die in Diem*, till the Court shall otherwise determine. Then upon Motion the Court orders, that his Adversary shall exhibit Interrogatories against him, within four Days after Notice, or he shall be discharged. The Interrogatories must be filed with the Secondary of that Office if it is in, and by him the Defendant is to be Examined, being first sworn before a Judge: After his Examination, the Prosecutor takes Copies of his Depositions, and if he finds his Charge denied, he brings up his Witnesses to prove the Contempt *visu oculi* in Court, where the Defendant appears to Confront them, and answer the Questions of the Court, (all the Time kneeling) and if the Court judge him Guilty of the Contempt, they send him to the Fleet; otherwise they Discharge him. On his neglecting to appear, the Court will order his Recognizance to be estreated.

These Attachments are never granted, but on Affidavit *When*
and Motion: Nor are they to be granted until a *Nisi Causa* granted
Rule be served. After Costs are demanded, an Attachment &c.
for them may be made, but the Prothonotary will not sign it unless you bring a Rule for it; which the Secondary will

will make out of course, upon sight of the Rule whereon the Costs are Taxed, and Affidavit that (after an *Hab. Corp.*) they were demanded.

If a *Feme Covert* be taken on an Attachment for Contempt, she must answer in Custody, if her Husband will not Appear for her.

Of Originals and Outlawries prosecuted in C B.

Originals
to warrant
Judgments.

In my Account of the Practice of the Court of King's Bench, and also of this Court, I have already given the whole Proceedings on Original, to the Trial and Determination; so that what I shall observe in this Place, is only relating to Judgments: And your New Original to warrant Judgment comes in soon enough, so it be return'd any time before Judgment sign'd.

It is best to have it of the same Term, if your Impar-
lance be not Entred: And the Curfitor will make your Original returnable the first, or any other Return of the Term before that wherein you bespeak it, provided you bring your Note on or before the 7th Day of the subsequent Term; but he cannot go further than the preceeding Term, without Warrant from the Master of the Rolls; which may be obtained upon Petition, and Affidavit made of mislay-
ing your Instructions, or other reasonable Excuse, for which Warrant you pay 5 s. 6 d. And you are to take Notice that when the Defendant's Appearance is by Compul-
sion and Process of Law, there must be an Original sued by the Plaintiff; but where a Judgment and a Release of Errors is given by the Defendant, no Original is necessary to warrant the Judgment.

If the Defendant pleads the Statute of Limitations, your having sued him within 6 Years to an Outlawry on a *Clau-
sum fregit*, or *Capias*, will not set aside his Plea; for a *Clau-
sum fregit* is no Original to your Action, but your Original ought to be *Special*, such as agrees with the Declaration; so that in this Case, it is best to file a new Original at the Time you begin your Process to Outlawry.

Proceed-
ings to
Outlawry.

Where you design to sue any Person to the Outlawry, who is not easy to be taken, or hath not sufficient Estate in the County to be summon'd, as you may in Trespass, Account, Case, Debt, &c. you cannot sue by *Actium*, but are to make out your *Præcipe* if in Debt, or *Pone* if in Case, Trespass, Assault, &c. which must be carried to the Curfitor of the County where your Action is laid for an Original. And the Outlawry unless laid in London, will scarce be per-
fected

feſted under three Terms; but in London you may ſue to the Outlawry three Times in the Year, becauſe the Huſtings are oſener kept than the County-Court Days in the Country: And this is the Reaſon, that in ſuing to the Outlawry, moſt Practiſers lay the Actions in London. Alſo in a Vacation you may take the Benefit of the preceeding Term for your Original, as is before directed.

When your Original is gotten, you may return it of courſe, thus:

Pleg' de Prof. } *J. Doe.*
 } *R. Roe.*
 Infrano'iar' A B. nihil habet in Balli'a n'ra per quod
 Sum' Poteſt, or (in Caſe) Attach' poteſt.

You then carry it to the Filizer of the County, who thereupon makes out a *Capias* and the other ſubſequent Writs, all together if the Original will bear it; and after ſeal'd, you may return your *Capias*, *Alias*, and *Pluries*, ſeverally in the following Manner:

Infranominat' A. (the Defendant) non eſt Invent' in
 Balli'a n'ra.

Reſponſ.
 F C. Ar. }
 H P. Ar. } Vic.

After you have return'd your Writs of *Capias* and *Alias*, (which may be either carried to the Filizer or kept by you) a Warrant of Attorney is to be made out for the *Pluries*, as follows:

Trin. ſeptimo Geo. Regis.

London ſſ. A B. po. lo. ſuo E F. Attorn' ſuum verſ.
 C D. nuper de &c. Gen' de placito Tranſgr.
 &c.

This Warrant of Attorney is to be made on a ſmall Piece of Parchment, and carried to the Clerk of the Warrants to be filed; who will ſtamp your *Pluries*. Then you are to carry your *Pluries* to the Exigenter of the County where laid, who thereupon will make out an *Exigent* and *Proclamation*, which you muſt get ſealed; and, if in London, you are to carry your *Exigent* to one of the *Comiſters*, and leave it there to be perfected, but the *Proclamation* you ſend down to the Sheriff of the County of which the Defendant is named, in order to be executed.

On the Return of your Proclamation, you must file it with the *Custos Brevium*, and having got your Exigent return'd, you are then to carry it to the Clerk of the Outlawries, and he will make out a *Cap' Utlagas* (either *General*, against the Body, or *Special*, against the Body, Lands, and Goods) upon which you proceed to Execution, &c. as in B R.

*Appearance
of the De-
fendant
&c.*

The Defendant if he thinks fit may *Appear* before he is return'd Outlaw'd without Bail, by superseding the Exigent, and paying the Plaintiff's Costs; and after Outlawry return'd and the Exigent filed, if the Proceedings were by *Clausum fregit*, he may reverse the Outlawry without Bail, on Payment of Costs, and his own Charge of Reversal: But all Things considered, if a Defendant can be Arrested, to proceed by *Arrest* is the best Way. Where the Defendant is well known, lives near the Plaintiff, and is sufficient, and may be Arrested; if the Plaintiff Outlaw him, he shall be ordered, on Motion, to reverse it at his own Expence. It is the same if you Outlaw a Prisoner in the Fleet; because you should bring him to the Bar by *Hab. Corp. ad Respondend'* and charge him there.

Bail.

Where one is Outlawed *before Judgment*, on *special Process*, he must upon his Appearance put in Bail to the Value of the Debt and Damages, and not for his Appearance to the Action only. If you have Judgment against one that lurks in several Counties, as you may not have Execution against him in more Counties than one at one time, it is safest to sue him to Outlawry *after Judgment*, because you may then make out many Writs of *Cap' Utlagas* against him and for small charge.

And by suing out a *Ca. Sa.* for the Debt and Costs, and a *Non Invenius* return'd, then an *Exigent* is to be made, and return'd by the Sheriff: Whereupon you may sue out a *Cap' Utlag.* into as many several Counties as you will; and if the Defendant be taken, he cannot be Discharged without Satisfaction to the Plaintiff, or Pardon, or Reversal of the Outlawry.

Of Ejectments and Proceedings thereon in C B.

*Title to
Lands.*

Ejectment being usually brought to try Title to Lands, the Plaintiff in this Action makes some Friend of his Defendant, and proceeds according to the Instructions given in B R.

Rules, in

Ejectment. Affidavit of Service of the Declaration may be made, either

then

ther at the Bottom of the Narr' or otherwise on stamp'd Paper by it self: And having made a Motion, you call on the Secondary to draw up your Rule against the casual Ejector, which is afterwards to be carried to the Prothonotary to be signed. The Secondary upon the Motion keeps the Affidavit and Narr' (which are to be filed together, to make a good Service,) so that you ought to have another filled up by you, or you must fill up one from that in the Custody of the Secondary.

If the Tenant appears, and enters into a Rule by Consent, it is drawn up thus: *Rule by Consent.*

A Rule by Assent, in Ejectment.

Mich' septimo Georgii Reg.

South-ton ff. Ordinatus est per Cur' ex assen' A B. Att' Quer' & C D. Att' E F. qui clamat Titulu' in Quo'one q'd id'm E F. Admit' Def. Quodq; id'm A. indilare comparebit per Attorn' suum pred' qui recipiet Narracon' ac placitabit ad inde general' Exit' hoc Term' Et ad Triaco'em super inde habend' id'm E. comparebit in propr' person' sua aut per ejus Consiliu' vel Attorn' & cogn' Dimission' Intracon' & actual' Expulsion' de tant' Tenementor' in Narr' Quer' spec' quant' exist' in Possess. dicti Def. vel ejus Tenen' aut aliquar' Personar' claman' per vel subter ejus Titulo vel quod in Defect' inde intretur Judicium vers. Def. G H. casual' Ejector' se parcatur Prosecuc' versus eum quousq; Defalt' in aliquo premissor' sit. Et ex Consilii Consensu ulterius Ordinatus est q'd si raco'e humo'i Defalt' Quer' deven' non Prof. super Triacon' dicti E. null' capiet inde advantagium sed solvet eid'm Quer' Custag' per Prothonotar' proinde Taxand' Et ult'ius Ordinatus est q'd Dimissor' Quer' sit onerabil' cum soluco'e Custag' prefat' E. per Cur' hic aliquo modo Locand' vel adjudicand'.

Per Cur' $\begin{cases} A B. \text{ pro Quer'}. \\ G H. \text{ pro Def'}. \end{cases}$

Upon the Rule, you enter an Appearance with the Filii-
zer of the County; then you carry it to the Prothonota-
ry to pay for the *Li. Lo.* and to the Secondary, who keeps
your Rule by Consent, and fills up two others, one where-
of you affix to the Copy of the Issue, and deliver it to the
Defendant's Attorney; and then you give Notice of Trial,
if you think fit. *Appea-
rance.*

If the Tenant in Possession give a Warrant of Attorney Delivery of
to appear, he cannot afterwards take Advantage of the Declarati-

not delivering a Declaration. And *Declarations in Ejectment* must be delivered to the Tenant in Possession, or his Wife; for Delivery to a Servant or Apprentice has been adjudg'd not good, unless the Tenant afterwards acknowledge the Receipt of it. In *Mich'* 1697 a Declaration was left with the Tenant's Apprentice and held good; but in the Affidavit of Service, the Christian-name and Sir-name must be inserted, and so of Servants, for there may be more than one Servant, &c. but as a Man can have but one Wife, it may be good to her without her Christian Name. But *Mich'* 1698 a Rule was made, That no Delivery should be good, but to the Tenant in Possession or his Wife.

Pleadings, When the Declaration is delivered on the first or second Day of *Easter* or *Michaelmas Term*, the Tenant must plead or the Plaintiff shall have Judgment the same Term.

The Course of the Court is to make the Tenant in Possession plead, or else to give Judgment the same Term against the casual Ejector, if in either of these Terms, by Reason of the Length of them, and altho' the Declaration be after the *Essoin Day*; so within the first or second Week thereof, and in the Indorsement you must say, the Beginning of this present *Easter Term*, &c.

New Trial in Ejectment If the Plaintiff who has the real Title is cast at the first Trial, if he brings it on again, it is best to lay the Demise to the Plaintiff of a prior Date to the Demise of the former Action, if he had then any Title; and declare that the Defendant the same Day *intravit & eiecit*: By this Means, if he recover, he may afterwards bring an Action for the mesne Profits, and recover from the Day of the Demise, whereby he will reimburse himself what mesne Profits were recovered against him on the former Trial.

Trial put off. On Witnesses not being able to Travel, &c. and Motion made by the Defendant to put off Trial to another Term, it has been granted by the Court, the Defendant giving Security for the mesne Profits.

THE

THE
PRACTISING ATTORNEY:
OR,
LAWYER'S OFFICE.

PART. II.

*The PRACTICE of the COURTS of EQUITY,
with the Forms of Processes, Bills, Answers,
Replications, &c.*

NOW I come to the *Courts of Equity*, of which the Court of *Chancery* is the Greatest. Equity is the Correction of the Law, where it is any Ways wanting, by reason of the Generality of it; and provides a Remedy where the Common Law has given none: This Equity is exercis'd by the Lord High Chancellor, whose Jurisdiction I shall now treat of; but pursuant to the Method I have observ'd, in the first Part of this Work, I shall previously insert the *Laws and Statutes* relating to the High Court of *Chancery*.

Of the Laws and Statutes concerning the Court of Chancery.

The Stat. 28 Ed. 1. c. 3. Enacts, That the Chancellor, and the Justices of his Bench, shall follow the King, to the End he may have always near him such as be learned in the Laws, to order Matters that shall come to the Court. *Chancellor, and Chancery.*

By 36 Ed. 3. c. 9. it is Ordained and Enacted, That whosoever shall find himself griev'd with any Statute, he shall have his Remedy in the *Chancery*.

*Masters in
Chancery.*

The Stat. 13 Car. 2. enacted, That a publick Office be kept near the Rolls, for the *Masters in Chancery*, in which the said Masters or some or one of them, shall constantly attend for the Administring of Oaths, Caption of Deeds and Recognizances, and Dispatch of all Matters incident to their Office, (References upon Accounts, and insufficient Answers only excepted) from seven a Clock in the Morning till twelve at Noon, and from two in the Afternoon until six at Night.

And the said Masters may demand and take the Fees following, viz.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
<i>Their Fees.</i> For every Affidavit or Oath taken in the said Office.	0	1	0
For every Bill of Costs to be Taxed by them for the Plaintiff's not putting in his Bill, or for not proceeding to Reply, or for the Defendant's not appearing in due time.	0	2	6
For the Acknowledgment of every Deed to be Inroll'd.	0	2	0
For the Caption of every Recognizance	0	3	0
For every Exemplification Examined by two of the said Masters, to each of the Masters who shall Examine the same, for every Skin of Parchment so Examined.	0	2	0
For every Report or Certificate to be made in Pursuance of any Order made upon Hearing of a Cause.	1	0	0
For every other Certificate or Report of any Order made upon Petition or Motion only, to be paid by the Party that takes it out.	0	10	0

And if any Master shall directly or indirectly receive any Money, Fee, Reward or Promise otherwise than as aforesaid, every such Master, upon legal Conviction thereof is to be disabled from the Execution of his Office, and Forfeit so much to the Party grieved as shall be taken contrary to this Act, and also 100*l.* one Moiety to the King, and the other to the Party grieved who shall sue for the same.

And several Tables of the said Fees are to be set up in the said Office, and in the Chapel of the Rolls, that all Parties may take Notice thereof.

Ld. Keeper, By the 5 Eliz. the Keeper of the Great Seal of England is and Com- to have the same Place, Authority and Jurisdiction as the missioners of Lord Chancellor. And by 1 W. and M. c. 21. Commis- the Great oners appointed to Execute the Office of Lord Chancellor Seal. or

or Lord Keeper of the Great Seal, for the time Being, may Use and Exercise all and every the same Offices, Authority, Jurisdiction and Execution of Laws, and other Privileges and Advantages which the Lord Chancellor of England, or Lord Keeper of the Great Seal, of Right ought to use have and Execute, as belonging to their Offices or otherwise; And shall take place next after the Peers of the Realm, and Speaker of the House of Commons, if they are not Peers, And if they are, to take place accordingly.

Any one Commissioner may hear Motions, and give Orders touching Interlocutory Proceedings; so as such one Commissioner, in the Absence of the others, shall not make Decrees, or put the Great Seal to any Thing, unless two of them are present.

The 4 and 5 Ann. c. 16. enacts, That no Subpoena or Subpoena's, other Process for Appearance, shall issue out of any Court and other of Equity till after a Bill is filed with the proper Officer Process, in the respective Courts, (Except Bills for Injunctions to vexatious stay Waste, or Suits at Law commenc'd) and a Certificate Suits. thereof brought to the Subpoena Office, or to him who usually makes out Subpoena's and other Process, under the Hand of the Six Clerk, or other Clerk or Officer who usually files Bills in Equity; for which Certificate he shall receive no Fee.

And for the better preventing vexatious Suits in Courts of Equity, 'tis also enacted, That upon the Plaintiff's dismissing his own Bill, or the Defendant's dismissing the same for want of Prosecution, the Plaintiff shall pay to the Defendant full Costs to be Taxed by a Master: And no Copy, Tenor, or Abstract of any Bill in Equity is to go with the Dedimus, or Commission for taking the Defendant's Answer, but in recompence thereof, the sworn Clerks of the Chancery shall take to their own Use the whole Termly Fee of 3 s. 4 d. And also the whole Fee or Fees for all small Writs made up by them.

By 6 Ann. c. 18. Persons in Remainder, Reversion or Expectancy of any Estate, after the Death of another, upon making Affidavit in the Court of Chancery that they have Cause to believe such other Person Dead, and such Death conceal'd by the Guardian, Trustees, or others; may move the Lord Chancellor to order such Guardian, Trustees, &c. to produce the Person suspected to be concealed: And if he be not produced, he shall be taken to be Dead, and those laying Claim to the Estate may Enter upon the same.

If any such Person be abroad, a Commission may be Issued for his being view'd by Commissioners.

Frauds,
others
Deaths of
Person
conceal'd.

Infants.

The Stat. 7 Ann. c. 9. enacts, That all Infants under the Age of 21 Years, who are seised or possessed of Estates in Fee on Trust, or by way of Mortgage, shall be enabled to make Conveyances of such Estates; Or they may be compelled thereto by Order of the Court of Chancery, or the Exchequer, upon Petition and Hearing the Parties concern'd.

These are the only Statutes I find in our Books particularly relating to the Court of Chancery.

Of the COURT of CHANCERY, and Suits therein, &c.

The Authority of this Court.

The Court of Chancery, is the Highest Court of Judicature in this Kingdom next to the Parliament, and of very ancient Institution, our *British* and *Saxon* Kings having their Chancellors and Courts of Chancery. The Jurisdiction of this Court is of two Kinds: Ordinary, or Legal, and Extraordinary, or Absolute. The Ordinary Jurisdiction, is that wherein the Lord Chancellor in his Proceedings and Judgments is bound to observe the Order and Method of the Common Law; and in such Cases the Proceedings are usually in *Latin*, and filed or enrolled in the *Petty-Bag Office*: And the Extraordinary or Unlimited Power, is that Jurisdiction which this Court exercises in Cases of Equity, wherein Relief is to be had on a Suit by way of *English Bill* and Answer. The *Ordinary Court*, holds Plea of Recognizances acknowledg'd in the Chancery, Writs of *Scire facias* for Repeal of Letters Patents, Writs of Partition, &c. And may also hold Plea of all Personal Actions, by or against any Officer of the Court; and by Acts of Parliament of several Offences and Causes: All Commissions of Bankrupts, Ideots, Lunacy, &c. issue out of this Court; and some times a *Supersedeas* or Writ of Privilege, hath been here granted to discharge a Man out of Prison: One from hence may have an *Habeas Corpus*, Prohibition, &c. in Vacation, where they Issue out of other Courts only in Term Time; and here a Subpœna may be had to force Witnesses to appear in other Courts, when they have no Power to call them. The *Extraordinary Court*, or Court of Equity, proceeds by the Rules of Equity and Conscience; and abates the Rigour of the Common Law, considering the Intention rather than the Words of the Law: It gives Relief for and against Infants, notwithstanding their Minority; and for and against Married Women, notwithstanding their Coverture: In some Cases a Woman may sue her Husband for Maintenance, she may sue without him when he is beyond Sea, &c. and be compelled to Answer

Answer without her Husband ; All Frauds and Deceits, for which there is no Redress at Common Law ; all Accidents, as to relieve Obligors, Mortgagors, &c. against Penalties and Forfeitures, are here remedied ; Also this Court will give Relief against the Extremity of unreasonable Engagements, entered into without Consideration ; oblige Creditors that are unreasonable, to compound with an unfortunate Debtor ; make Executors, &c. give Security and pay Interest for Money that is to lie long in their Hands ; Order the Performance of a Will ; Confirm Title to Lands, tho' one hath lost his Writings ; Render Conveyances, Defective thro' Fraud or Mistake, Good and Perfect ; force Men to come to Account with each other, &c. And in such and the like Cases as these, the Matter being heard upon Bill and Answer, and the Proofs of Witnesses read, the Court may without any Regard to Form or Mispleading, so as the Truth be discovered, proceed to Sentence it according to Equity. But in all Cases, where the Plaintiff can have his Remedy at Law, he ought not to be relieved here : Long Leases, as for 1000 Years, Naked Promises, Verbal Agreements not Executed, Estates deriv'd under conceal'd Titles, &c. have been refused Relief in this Court : And regularly this Court doth not give Relief where the Substance of the Suit tends to the Overthrow of an Act of Parliament ; or any Fundamental Point of the Common Law : Nor will it retain a Suit by *English* Bill for any Thing under 10 *l.* Value, except it be in Cases of Charity ; nor for Lands, &c. under 40 *s. per Annum*. This Court will restrain other Courts that exceed their Jurisdiction, and remove the Suit to it self by *Certiorari*.

When Parties come to Issue in this Court, the Cause can-
not be tried by a Jury here, but the Record which is made *Issue, not*
up in the *Petty-Bag Office* is transmitted into the *King's-Bench* *Triable in*
to be tried there ; And after the Trial, the Verdict is to be *Chancery*.
certified into the Chancery, and the Cause reminded, that
Judgment may be given there according to the Rules of the
Law ; But if there be a Demurrer in Law, it shall be ar-
gued and adjudged in this Court.

Upon Judgment given in this Court, a Writ of Error in
some Cases lies returnable into B R. And there may be a
Bill of Review where there is any Error in the Proceedings ;
or an Appeal to the House of Lords.

Officers and Clerks of the Court of Chancery.

In this Court the Lord Chancellor, or Lord Keeper, is the *First Officer*
Supream Judge ; for all Orders and Decrees in Matters of *Lord Chan-*
Equity *cellor*.

Equity are here entred as made *per Cancellarium*, or *per Curiam*, tho' pronounced by the Master of the Rolls, or any of the Judges; they being in these Cases only the Chancellor's Deputies. He takes an Oath well and truly to serve the King, and do Right to all manner of People, &c. In his Judicial Capacity he hath divers Assistants or Associates, *viz.* the Master of the Rolls, and the Judges of the Common Law, whom he often deposes in his Absence; also the Masters in Chancery, some of whom constantly sit in Court on the same Bench with him: And in Matters of Difficulty, or wherein the Common Law is concern'd, he frequently calls one or more of the Chief Justices and Judges to assist him in giving his Decree; tho' in such Cases they can only give their Advice or Opinion, and have no Share of the Judicial Authority.

Master of the Rolls.

The *Master of the Rolls* is a Judicial Officer of this Court; he is not only an Assistant to the Lord Chancellor when present, and his Deputy when absent, but he has certain Causes assign'd him to hear and Decree, which he usually doth on certain Days appointed, either at his own House, or the Chapel of the Rolls, being assisted by one or more Masters in Chancery: But this Authority to hear Causes in the Absence of the Chancellor, and at his own House or Chapel of the Rolls, is given by Special Commission under the Great Seal. He is by Virtue of his Office, Chief of the Masters in Chancery, and Chief Clerk of the Petty-Bag Office: He hath the Disposal of the Offices of the Six Chief Clerks; and the Custody of all Records, Judgments, and Decrees in Chancery.

Masters in Chancery.

The Twelve *Masters in Chancery*, who are the Lord Chancellor's Assistants, their Business is to sit in Court, and take Notice of such References as are made to them, to be Reported to the Court; which are commonly Matters of Account, Matters of Practice, or the State of the Proceedings: They also take Affidavits, acknowledge Deeds and Recognizances, &c. These ought to be either Barristers at Common Law, or Doctors of the Civil Law.

Six Clerks.

The *Six Clerks* keep their Office in *Chancery-Lane*, wherein all Proceedings by Bill and Answer are transacted and filed: Also out of this Office issue some Patents that pass the Great Seal, as Pardons for Chance-Medley, Patents for Ambassadors, Commissions for Bankrupts, &c. And all these Matters are done by their Under-Clerks, each of which has a Seat there, and whereof each Six Clerk has a certain Number in his Office, usually about Ten.

The

The *Clerks* of the Court are Four and Twenty in Number, amongst whom the Business of the several Counties is severally distributed: They make out all Original Writs in the Chancery, which are returnable in C. B. and all Writs of Entry and Covenant.

The *Register* is a Place of great Consequence in this Court; he hath several Deputies under him, who sit in Court by Turns, and take Cognizance of all Orders and Decrees, and accordingly draw up the Orders, which are to be entered in his Office, and have the *Register's* Hand to them: The Reports of the Masters are also here filed.

Then there is a *Master* of the *Subpoena-Office*, for Issuing *Masters* of these Writs; and a *Clerk* of the Affidavits, with whom you *Subpoena* file such Affidavits as you use in Court, without which they Office will not be admitted.

The *Clerks* of the *Petty-Bag*, Three in Number, have several Clerks under them, who have great Variety of Business that goes through their Hands: This Office hath the Making out of all Writs of Summons to Parliament, Conge d'Esliers for Bishops, Patents of Customers, Gagers, Controllers; all *Liberates* upon Extents of Stat. Staples, the Recovery of Recognizances Forfeited, &c. All Offices found *post Mortem* are brought hither to be filed: Here are Entered all Pleadings of the Chancery concerning the Validity of Patents, or other Things which pass the Great Seal. All Suits for or against any Privileged Person in this Court, are prosecuted in this Office.

The *Examiners* are Officers in this Court, who take the Depositions of Witnesses, and are to Examine them, and make out Copies of the Depositions.

There are also *Clerks* of the *Rolls*, who sit constantly in the *Rolls* to make Searches for Deeds, Offices, &c. and to make out Copies.

The *Usher* of the Chancery hath the Receiving and Custody of all Monies ordered to be Deposited in Court, and Payeth it back again by Order. But this Business is of late assum'd by the Masters in Chancery.

The *Serjeant at Arms* carries the Mace before the Lord *Serjeant at Chancellor*, and to whom Persons standing in Contempt, are brought up by his Substitutes as Prisoners.

The *Warden of the Fleet* attends this Court, to receive such Prisoners as stand committed by the Court.

Besides these Officers, there is a *Clerk of the Crown* in the Chancery; who is a Great Officer wholly Ministerial, and is not employ'd in any of the Proceedings of Equity: He is appointed as Chief Guardian of such Matters of the Crown

as are transacted in this Court. He attends, by himself or Deputy, on the Lord Chancellor for Forming Special Orders, Commissions, &c. such as Commissions of the Peace, of Lieutenants of Counties, Justices of Assize, &c. He also makes out all General and Special Pardons; and issues all the Writs for Electing Members to Parliament, into whose Office the Returns of such Writs are to be made.

Clerk of the Hanaper.

The *Clerk of the Hanaper*, is an Officer of this Court, that receives all Things due to the King for the Seal of Charters, Patents, Commissions, and Writs; and such Fees as are due to the Officers for Inrolling and Examining the same. He attends the Lord Chancellor, having with him Leather Bags, wherein are put all Writs, Patents, &c. after they are sealed with the Great Seal; which Bags being sealed by the Lord Chancellor with his private Seal, are delivered by this Officer to the Controller of the Hanaper.

Controller of the Hanaper.

The *Controller of the Hanaper*, is an Officer who also attends on the Lord Chancellor, and his Office is to take all Writs, Patents, &c. from the Clerk of the Hanaper, seal'd up in the Bags, which he opens, and counts the Number of the Writs, &c. and enters them, with their Natures, Kinds, &c. in a Book for that Purpose, with the Duties to the Crown; and then chargeth the Clerk of the Hanaper with the same.

Clerk of Inrollments, of Presentations, &c.

There are likewise, a *Clerk for Inrolling Letters Patents*: A *Clerk of the Faculties*, for all Manner of Dispensations, Licences, &c. A *Clerk of the Presentations* (the Lord Chancellor having the Presentation to all Benefices in the King's Gift under the yearly Value of 40 Marks in the King's Books) A *Clerk of the Appeals*, on Appeals from the Courts of the Archbishops to the Court of Chancery.

Other Officers.

And there are other Officers belonging to this Court, whose Power is granted by the Chancellor's Commission, or Letter, and are to attend for particular Purposes, such as the *Sealer of Patents*, &c.

RULES and ORDERS of the Court of Chancery.

30 Junij
1 Car. 1.

No Subpoena shall be made *Ad Audiendum Judicium*, for any Cause of Hearing, before the Clerk that makes the Writ have a Note under the Hand of the Six Clerk that is Attorney, and under the Hand of the Register, or their Deputies; on Pain of being committed for wilful Contempt.

Hill. 1 Car.
1.

If any Copies of *Depositions* of Witnesses taken by the *Examiners* of this Court, be unduly made out without their Knowledge and Direction, by Clerks, Sollicitors, &c. the Persons offending shall be committed to the Fleet, till Satisfaction

isfaction be made. And such *Examiner* may Issue Subpoena's against Persons he shall suspect, for the Examination of the Misdoers upon Interrogatories, allow'd by a Master of the Court.

Reports upon References of *Insufficient Answers*, are to be made and filed with the Register in a Month, or the References to be void. 4 Car. 1.

No *Writ of Privilege* to be granted to any Person but only such as are Ministers, Officers, and known Clerks of the Court, who are to be so certified by the Master of the Office where the Clerks write; and to such others who shall make Affidavit that they are Menial Servants to some of the Masters, Ministers, or Officers of the Court; for which Servants the Writ of Privilege is to be allow'd by the Lord Chancellor.

All Affidavits of this Court, except those which belong to the *Supplicavit-Office*, are to be brought into the Office for Registering them, and there Filed and Registred, before exhibited in Court, or produc'd to Ground any Orders, Writs, &c. Copies to be made by the Register; and no Counsel, Clerk, &c. shall give any Affidavit in Evidence, that is not Filed and Registred in the *Affidavit-Office*. 23 Jan'rij 5 Car. 1.

The Six Clerks and their Under-Clerks who make out *Commissions* to Examine Witnesses, are not to make them out, or cause them to be Executed in or near London, to the Prejudice of the Examiners of this Court. 7 Martij 5 Car. 1.

Processes of Contempt to be made out into the proper County where the Party against whom Issued shall be resident, that it may be serv'd upon him there; and the Process is to be duly Executed; Or if a Commission of Rebellion Issue, and the first Process be not duly Executed, the Party grieved shall have Costs for wrongful Vexation. 17 Nov'ris 7 Car. 1.

The Register of this Court shall not draw up or sign any Order grounded upon an Affidavit, unless the Affidavit be first Filed and Registred with the Register of Affidavits, and the same be attested: And no Master shall accept of the Oath of any Person in an Affidavit, except the same be fairly writ in one Hand without Blotting or Interlineation; If such are accepted by the Master, they shall be refused. Affidavits to be filed in convenient Time. 28 Feb'rij 8 Car. 1.

The Usher of the Court to deliver Parchment to the Under-Clerks for Ingrossing of Decrees and Dismissions; which may be brought by the Clerks to the Usher, in order to proportion the Parchment. 5 Jan'rij 11 Car. 1.

The Fees of the *Affidavit-Office* are ordered to be, 4 d. for Filing every Affidavit, 4 d. the Side for Registering, and 4 d. 13 Car. 1.

per Side for Copies; for the Register's Hand 12 d. and for every Certificate 12 d. And a Table of the Fees to be hung up in the Office.

4 Nov^ris Bills, Answers, Pleadings, and other Business of the Six
13 Car. 1. Clerks Office, to be divided and disposed amongst the Six Clerks according to the Letters of the Alphabet.

7 Nov^ris New Interrogatories may be exhibited into Court for Exami-
13 Car. 1. nation of new Witnesses, after Joint Commissions Executed in the Cause, in the Country, at any Time before Publication.

9 Junij Attornies of this Court upon Filing of any Pleadings or Re-
14 Car. 1. cords with them, shall themselves Transfer and Deliver the same to the Attorney of the other Side, without Trusting any other Clerk to do it: And the Six Clerks at the End of every Term, are to Examine and make perfect the Attornies Tituling Books and Filing Books of Records and Pleadings.

Ann. 1638. A Jury of Officers and Clerks of the Courts at Westminster order'd to be Impannell'd, to Enquire of what Fees had been usually taken for 30 Years past, in order to regulate the same.

23 Junij Subpœna's returnable immediate not to be granted by the
16 Car. 1. Master of the Rolls, but by the Lord Keeper.

23 Jan^rij All Injunctions, Decrees, and Dismissions granted or made
22 Car. 1. by any of the Judges sitting in Chancery, are to be sign'd by them, before the Orders thereupon shall be entered in the Register.

26 Aprilis Petitions sign'd by the Commissioners for Custody of the
23 Car. 1. Great Seal, &c. are to be Filed with the Register, and Orders to be Entered thereupon, before any Subpœna, Attachment, or other Process or Proceedings be admitted, as a Warrant for such Process; and Subpœna's or Process otherwise had to be void.

Hill. 22. All Copies in Chancery written in Paper by the Under-
Car. 1. Clerks, shall contain 15 Lines in every Sheet, writ orderly; and be signed with the Name of the Six Clerk to whom they belong, by himself or Deputy; or they shall not be made use of in Court.

Term *ibid*. No Subpœna *ad Audiendum Judicium* shall be issued forth but by Note in Writing of the Six Clerk's Hand, as shall be the Party's Attorney, Warranting the same. No Fruit shall be taken of any Subpœna *ad rejungera* unless there be a Replication first Entred with the Plaintiff's Six Clerk, and Filed by him, before the Issuing it out, or Return thereof. The Register of the Court is not to Enter in his Office any common Rule or Attachment, which issues from the Six Clerk's

Clerk's Office, but by a Note under the Six Clerk's Hand that is Attorney in the Cause. And Under-Clerks not to Enter Rules, 'till Enter'd by the Six Clerks.

No *Bill, Answer, or other Pleading*, to be Copied before *Term* *ihid.* filed, and the Hand of the Six Clerk thereto; nor any Depositions, &c. to be open'd or Copied, 'till truly return'd to the Six Clerk, and Publication passed: And no Bill, Answer, Commissions, Decrees, &c. to be carried out of the Clerk's Office by the Under Clerk to be Ingross'd or Copied. The Original Bills, Pleadings, &c. to be presently brought back to the Six Clerk to whom the Custody belongs, after Copied: And within one Term after any Cause determin'd, Decrees, Records, &c. are to be delivered to the proper Six Clerk to be kept. No Decree, Dismission, Injunction, or other Writ, shall be presented by the Register to the Lord Chancellor, &c. to be Sign'd, without being Sign'd by the Six Clerk in the Cause.

In *Joint Commissions* to take Answers, examine Witnesses, *Term* *ihid.* &c. the Names of the Commissioners agreed on are to be Entred in a Book kept by the Six Clerk who hath the Charge of the Commission, and to be subscrib'd by each Six Clerk concern'd.

When the Defendant prays a *Dedimus Potestatem* to take 26 Nov'ris his Answer, Plea, &c. the Plaintiff's Six Clerk, or his Under-Clerk, shall, without Motion, prepare a Docquet and Writ of Injunction to stay Suits at Law; to which the Six Clerks concern'd are to subscribe their Names, &c.

Six Clerks making Default in giving Attendance on the 21 Junij Court, Order'd to be fined 10 s. a-Piece to the Poor. 1650.

Registers are not to Enter any *Plea or Demurrer* in the Pa- 17 Feb'rij per, unless the Sutor bring the Order or Warrant for it to 1650. be Entred at least two Days before the Day of hearing such Demurrer, &c. And afterwards no Alteration shall be made.

Ordered, that *Thursday* in every Week in Term-Time be 18 Junij observ'd for *Hearing of Motions* only, and no Cause to be set 1651. down for Hearing on that Day; unless it be the second Day or last but one of the Term.

The several Clerks of the Chancery, Clerk of the Inrol- 29 Junij ments, and Clerk of the Petty-Bag, to bring into the Chapel 1654. of the Rolls all Inrollments, Inquisitions, Records, &c. to be there preserv'd, on Pain of Sequestration of their Offices.

Orders, Affidavits and Certificates touching *Idcoits, Lunas* 23 Julij ticks, &c. to be Filed with the Clerk of the Custodies in five 1655. Days, or not be allow'd in Court.

Masters in Chancery Extraordinary are restrained from Exer- 9 Off'ris cising their Authority, or doing any Act as Masters of Chan- 1656. cery

very within the City of London, or 3 Miles thereof: If they do any Business in that compass, the same shall not be admitted.

16 Feb'rij 1656. The Plaintiff in any Cause depending in this Court, may Examine his Witnesses in Court, notwithstanding he hath taken out a Commission and not Executed it.

25 Junij 1658. Clerks in Court are to bring *Certificates* at the Hearing of Causes, that Bills and Answers are duly filed with the Six Clerk, and that the Books are sign'd; or in Default the Cause not to proceed, and Costs to be allow'd.

12 Maij 1659. No Under Clerks in Chancery are to make out any Writs to examine Witnesses, Subpœna's, &c. but the same to be made out by the Clerk of the Subpœna Office.

12 Feb'rij 14 Car. 2. All Writs for privileged Persons, and Suitors to this Court in *Forma Pauperis*, and renewed Writs, are to be delivered to the Persons for whom sealed, or to their Clerks, without paying any Fee for the same.

18 Julij 18 Car. 2. The receiving, filing, and keeping of Bills, Answers, Pleadings, and all Proceedings thereupon, and the making of all Copies, &c. to be divided among the Six Clerks and their Successors, according to the Letters of the Alphabet; When the Plaintiff's Sir-name begins with A. B. C. D. F. or T. by two of the six Clerks named; when it begins with E. G. H. I. K. M. N. or O. by other two of the six Clerks named; and when the Plaintiff's Sir-name begins with P. Q. R. S. T. U. W. X. or L. by the remaining two of the six Clerks, also named.

Die ibid. Every six Clerk is limited and stinted to twelve under Clerks at most, and every of them are to take an Oath, nor to imbezle, falsifie, &c. any Bills, Answers, Pleadings, &c. and to deliver to the six Clerks all Commissions and Depositions unopen'd, to be kept secretly 'till Publication.

Orders of Lord Clarendon. No Counsellor to put his Hand to any Bill, Answer, or Pleading, unless it be drawn or perus'd by himself in the Paper Draught; and Care is to be taken that the same be not stuff'd with the Repetition of Deeds, &c. *in hac verba*, but only the Substance, and so much as is pertinent, without Tautologies, &c. And to have no Matters Criminal or Scandalous, on pain of Costs. All Bills to be dared the same Day they are brought into the six Clerk's Office; And no Bill, Answer, &c. to be of any Effect 'till filed.

Ord. ibid. Plaintiffs may make forth Subpœna's *ad respondend* before the filing of the Bills. Every Subpœna to answer, &c. is to be serv'd personally, or be left at the Defendant's House, with one of the Family; and Affidavit to be made of such Service, &c. before Attachment shall issue for Costs.

Costs. A *Subpœna* to hear Judgment is to be serv'd personally, or left at the House of the Party with one of the Family; but you are to give 14 Days Notice before the Time to hear Judgment. If a *Subpœna* be against one Person only, you may leave the Body of the Writ at his Place of Abode, or serve him with the Label personally if you meet him; but where there are one or two more in the *Subpœna*, two are to be served personally shewing them the Writ, and the Body to be serv'd personally or left at the House of the other.

A *Demurrer*, or *Plea* in Disability, or to the Jurisdiction *Ord. ibid.* of the Court, under the Hand of Council, shall be received altho' the Defendant do not deliver the same in Person; &c. Every *Demurrer* shall express the several Causes of *Demurrer*, and shall be determined in open Court. Pleas grounded upon the Substance of the Matter, or extending to the Jurisdiction of the Court, are to be also determin'd in open Court; and be entered with the Register within 8 Days after filing, or shall be disallow'd, and the Plaintiff to have Process for better Answer and Costs. A *Plea* of Outlawry, if it be in any Suit for that Duty touching which Relief is sought by the Bill, is insufficient, and shall be disallow'd as put in for Delay. The Dependency of a former Suit for the same Matter, is a good *Plea*, and the Defendant shall not be put to set it down with the Register. After a Contempt duly prosecuted to Attachment, no Commission to Answer shall be made, nor *Plea* admitted, but on Motion in Court, and Affidavit made of the Causes of Delay:

After a *Commission to Answer*, no second Commission is to be granted without Order of Court. An Answer to a Matter charged as the Defendant's own Fact, to be made without saying, *To his Remembrance*, or *as he believes*, if it be laid to be done within 7 Years before; and if the Defendant deny the Fact, he must do it directly, and not by way of Negative Pregnant. On a *Hearing* upon Bill, the Answer must be admitted to be true, and no other Evidence to be admitted unless it be Matter of Record, to which the Answer refers. There being sufficient Ground for a Decree upon the Answer, the Cause not to be lengthen'd.

Exceptions to Answers to be delivered to the Council or Clerk in Court the same Term the Answer is filed, or within 8 Days after; and if the Defendant in 8 Days afterwards amend the Answer, he shall go on and Reply, paying 20 s. Costs: But if the Defendant puts in a second insufficient Answer, the same being refer'd and so found, he shall pay 40 s. Costs: But if the Answer be found good,

The PRACTISING ATTORNEY: Or,

the Plaintiff to pay like Costs. A second Answer reported Insufficient to any of the Points formerly certified, the Defendant to pay 3 l. Costs; upon the third Insufficient, 4 l. and upon a fourth 5 l. Costs; and to be Examined upon Interrogatories, to the Points reported Insufficient.

Ord. ibid. Interrogatories to examine Witnesses, to be Pertinent, and only to the Points necessary. No Witness to be Examined in Court without the Privy of the adverse Party or his Clerk, to whom the Witness is to be shew'd, and a Note of his Name and Place of Dwelling delivered. Witnesses not to be Examined in Court after the Day of Publication: Nor are they to have the Interrogatories, and pen their own Depositions, or depart 'till their Examinations are perfected. The Examiner is not to examine any Witness to invalidate the Credit of any other Witness, but by special Order of the Court, and on Exceptions filed, &c. The Witnesses are to be held to the Point interrogated; and the Examiner shall not use any needless Circumstances, and in Case of Impertinencies, to lengthen the Depositions, the Examiner to be at the Charge. After Witnesses examined in Court, two Rules to be given for Publication, an ordinary Rule and one to shew Cause why it should not pass; upon the Return of a Commission, one Rule only to be given.

Ord. ibid. When a Commission is awarded to examine Witnesses, if by Default of him that hath the Carriage of the Commission, nothing is done, he shall bear the Charges of the other Side; if one Side proceeds, and the other does not, but prays a new Commission, he shall bear all the Charges on both Sides of the renewed Commission. All Witnesses are to be examined on a renew'd Commission at the Peril of Parties, or in Court by the End of the Term. No Commission to examine Witnesses to be executed in London, or within 10 Miles thereof, without special Order, on Affidavit made of the Parties Inability to Travel, &c.

Ord. ibid. Where either Party obtains an Order to use Depositions taken in another Cause, the adverse Party may do the same without Motion: No Motion to be made for suppressing Depositions as irregularly taken, until the Six Clerks, not toward the Cause, have been attended, and certified the Fact.

Ord. ibid. In setting down Causes for Hearing, you must repair to the Six Clerk that is Attorney in the Cause 6 Days before the End of the Term; that he may inform himself of the State and Nature of the Cause, and make the same known to the Lord Chancellor, &c. And no Fee to be taken, only

only what Fees are behind; which are to be satisfied, or it may be alledged in Stay of the Hearing.

Attachments in Proceſs of *Contempt* ſhall be diſcharg'd up-*Ord. ibid'* on the Defendant's Payment of Coſts, and filing his Plea, Answer, &c. on Motion, or Petition. If a Party appearing depart before he is Examined, he ſhall be committed for his Contempt; which being found, he ſhall clear his Contempt, and pay the Proſecutor Coſts. A Commiſſion to be taken out to prove the Contempt; and the Party proſecuted may croſs examine Witneſſes, &c. Where a Contempt is proſecuted againſt one who by reaſon of Age or Sickneſs is not able to Travel, &c. it is to be enquir'd into by Commiſſioners.

Where Oath ſhall be made of *beating* or *abusing* the Party, *Ord. ibid'* upon ſerving the Proceſs or Orders of the Court, the Party offending to ſtand committed upon Motion: And the ſame where Affidavit is made of ſcandalous Words againſt the Court; which is ſufficient to ground an Attachment, &c.

All *Decrees* and *Diſmiſſions* upon Hearings, to be drawn *Ord. ibid'* up ſigned and inrolled before the firſt Day after the next *Michaelmas* or *Eaſter Term* after pronounced; and they are to be ſigned by the Six Clerk to whom they belong, before ſigned by the Lord Chancellor, &c. All Decrees to be entered in a Book. Coſts of Diſmiſſion to be paid before a Motion be admitted for Retainer of a Bill diſmiſs'd for want of Proſecution.

Maſters in Chancery to draw Certificates and *Reports* ſuc-*Ord. ibid'* cinſly, reſerving the Matter clearly for the Judgment of the Court; and without Recital of the ſeveral Points of the Orders of Reference: Where Matters are alledg'd to be confeſs'd; they are to conſider the whole Answer. In Matters referr'd to them, their Certificate (not being to ground a Decree) if poſitive ſhall ſtand, and Proceſs may be taken out to force Performance: And if the ſame ſhall be appeal'd from to the Judgment of the Court, Exceptions briefly are to be filed, and 40*s.* Coſts to be paid, if the Party appealing prevail not on the Appeal. Maſters Extraordinary not to take Affidavits, acknowledge Deeds, or Recognizances, &c. within 20 Miles of *London*. In taking Affidavits, Maſters to be Circumſpect and Wary, and take care the Deponent reads and underſtands what he ſwears to.

Curiſtors of this Courts are not to make Writs of *Clauiſum fregit*, &c. in *London* without ſpecial Warrant from the Lord Chancellor, &c. unleſs it appear by Affidavit that the ſame is the proper Cauſe of Action: And in other Counties, to be made of the laſt Return of every Term; except it be to warrant Arreſts. No Curiſtor to make any Original Writ of any

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Return past, not having Instructions within the Term the Writ is returnable, or on or before the first Effoin-Day of the next Term, without Special Warrant from the Lord Chancellor, &c.

Ord. ibid No Injunction for Stay of Suits at Law shall be granted or made upon Petition; nor any Injunction pass by Order or Petition, without Notice and a Copy given to the other Side, the Petition filed, and Order entered. No Sequestration, Dismissal, &c. to be granted upon Petition; and no former Order to be alter'd, &c. but on Hearing the Adverse Party.

Ord. ibid No Fee shall be taken of one Suing in forma Pauperis, by any Counsellor, Attorney, &c. nor any Contract for Recompence, on Pain of the Counsellor, &c. being punish'd, and the Party dispauper'd; if the Suit be sold, or the Benefit thereof, the Cause to be dismissed the Court. No Counsellor or Attorney assign'd, shall refuse to Proceed, without shewing good Reason to the Lord Chancellor: The Counsellor for the Pauper to have the Order of his Admittance, and Move for him before any other Motion. Process of Contempt, at the Suit of a Pauper Plaintiff, to be Signed by the Six Clerk who deals for him, before made forth; and the Process not to be taken out for Vexation, &c.

27 Feb'rij, All Parties concern'd in Examining of Witnesses, as much as
19 Car. 2. in them lies, to make full Proof before Publication passeth in the Cause. But if after Hearing, upon Reference to a Master for Stating an Account, &c. he finds any Points or Circumstances needful to be Prov'd to ground his Report upon, which are not fully prov'd, he shall Direct Interrogatories to such Points only, and Examine thereupon in Court, if the Witnesses reside within Ten Miles of London, or if farther off by Commission. All Examinations in Court to be kept of Record, or not to be admitted.

1 Feb'rij, The Order of 18 Julij, 18 Car. 2. for the Clerks in Chan-
20 Car. 2. cery to dispatch and divide the Business amongst them according to the Letters of the Alphabet, vacated and discharged.

18 Junij, Under-Clerks of the Six Clerks Office admitted to Practice, are
20 Car. 2. to take an Oath for the faithful Discharge of their Offices; and the Number of Under-Clerks to be 10 in each Clerk's Division, and 60 in the whole. Under-Clerks to be brought up in the Office, and serve Seven Years Clerkship, and be otherwise Qualified: And no Under-Clerk to be depriv'd, or suspended, but by Order of the Lord Chancellor, &c.

Dis. ibid The Fees allow'd to the Under-Clerks, are out of the Term-ly Fee of 3 s. 4 d. the Sum of 1 s. 4 d. For all Copies of Bills, Answers, pleas, &c. 4 d. per Sheet, and 6 d. per Sheet

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for the Transcript of a Bill annex'd to the *Dedimus Potestatem*. Exemplifications 12 s. 8 d. per Skin. For every *Dedimus Potestatem* 2 s. 8 d. Every Ordinary Commission, &c. 3 s. 2 d. Commission of Rebellion 4 s. Writ of Execution of an Order 3 s. 2 d. Every Decree, &c. 16 s. 4 d. Every Skin. For Writ of Execution of a Decree 13 s. 2 d. Every Injunction 6 s. 8 d. Attachment 1 s. A Moiety of all other Fees for all other Writs, &c. And the Under-Clerks are accountable to the Six Clerks for their Fees.

The Fees on Filing Bills, Answers, &c. to be paid to the Six Clerks by the Under-Clerks; or Notes to be given of the Name and Place of Abode of Clients in Arrear, in their Discharge.

No Recognizance acknowledged in this Court shall be In- 12 Julij, rolled in the same, unless it be done in Six Months after 26 Car. 2: the Acknowledgment: But in Special Circumstances this Rule to be dispensed with, on Motion in open Court.

In Cases where Defendants are to make further Answer, a *Pasib* 28. Rule to make a better Answer without a *Subpoena* shall be Car. 2. sufficient; and if after the Rule the Defendant do not in Eight Days put in a perfect Answer, or by Consent obtain a Commission to Answer, and thereby return a perfect Answer at the Return thereof, Process of Contempt to issue.

A Note of all Causes, Pleas, Demurrers, Exceptions, &c. 1 Jan'y to be set down for Hearing, to be affixed and set up by the Re- 29 Car. 2. gisters in their Office, two Days before the same are appointed to be heard.

Exceptions to Answers not to be receiv'd, unless Filed, and 20 Junij, Notice given to the Clerk in Court of the other Side. 31 Car. 2.

A Master to whom Accounts are referred, when he hath 29 Oct'ris fully heard both Parties, and prepared his Report, at the 35 Car. 2. Request of either Party, is to summons both Parties to attend him, who may peruse his Report, or take a Copy of it: And in Four Days, Exceptions may be made to it, whereupon the Parties are to be heard, and the Report finished.

Where any Person shall ground any Motion or Petition on 26 Oct'ris, Affidavit of Material Witnesses to Examine, to gain longer 1 Jan. 2. Time, the Affidavit must contain the Names of the Witnesses, and the Points on which they are to be Examined.

On Rehearings, the Party desiring them shall deposit in 12 Maij, the Hands of the Register the Sum of 5 l. to recompence 2 Jan. 2. the other Party in Costs, if he be not Reliev'd; and no Rehearing to stop any former Proceedings, without Special Order of Court.

Persons putting in Exceptions to a Master's Report, touch- 30 Aprilis, ing Answers, &c. besides the 40 s. deposited upon Exhibit- 2 Jan. 2.

ing the same, to pay 10 s. further Costs for every Exception, and distinct Branch of it, which shall be over-ruled as frivolous. This is increas'd to 20 s. Costs, by a subsequent Order.

- 16 Aprilis, The Minutes of Decrees and Orders to be read in Court,
 3 Jac. 2. that the Counsel may take Notice of them, and speak for Rectifying them immediately whilst fresh in Memory, &c.
- 29 Aprilis, Interrogatories for Examining of Witnesses, are to be either
 3 Jac. 2. drawn or perused by Counsel, and to be signed by them.
- 20 Martij The Order 18 Junij, 20 Car. 2. repeated, and Five Under-
 4 Jac. 2. Clerks order'd to be added to the Ten Sworn Under-Clerks in every Six Clerks Division. None to sit or write in the Six Clerk's Office but the Six Clerks, and Sworn Under-Clerks, and their Clerks. No Master of this Court is to deliver any Answer, Plea, &c. to any Person but one of the Six Clerks, or Sworn Under-Clerks; and no Six Clerk shall deliver any Bill, Answer, &c. to any Person but to a Sworn Clerk, or his Waiting Clerks; and no Sworn Clerk to deliver any Bill, Answer, &c. other than to his respective Clerks, for whom he is to Answer, except by Order of the Lord Chancellor, &c.
- 23 Oct'ris, When any Cause is to be reheard, the Lord Chancellor,
 1 W. & M. &c. is to have a Copy of the Order or Decree Appeal'd from, and a Copy of the Petition for the Rehearing, two Days before reheard.
- 14 Maij, When Exceptions are taken to a Report, the Party excepting,
 4 W. & M. within Eight Days after the Exceptions filed, shall procure a fix'd Day for the Hearing such Exceptions, and give Notice on the other Side, or the Exceptions to be over-ruled. This Order is suspended by Order 7 Julij, 5 W. & M. Reports and Certificates of Masters in Chancery to be filed with the Register within Four Days after Signing; and Proceedings on them otherwise to be void.
- 19 Jan'rij, No Copies of Depositions shall be read or made use of, ei-
 1694. ther in Court or before any Master in any Cause, but such as are taken out of the proper Examiner's Office, and signed for the Party for whom the same shall be read. And Persons making out fraudulent Copies, to be committed to the Fleet, &c.
- 28 Oct'ris, A Memorandum of Facts admitted on a Reference to a
 8 W. II. 3. Master, enter'd in his Minute Book and subscribed, shall be binding and conclusive.
- 17 Maij, No Clerks, Masters, or Examiners of this Court shall un-
 1697. dertake Solliciting of Causes, on Pain of Suspension from their Employments, and Commitment to the Fleet.
- 9 Feb'rij, Commissioners named in Commissions to Examine Witnesses,
 8 Geo. before they act are to take an Oath faithfully to take the Exami-

Examinations, and not make known to any Persons, except their Clerks in the Commission, the Contents of the Depositions: And the Clerks attending, to take an Oath faithfully to write them down, and not to disclose the same, &c. till Publication. The Commissioners are to Administer the Oaths to each other, and to their Clerks.

The METHODS of PRACTICE in the High Court of CHANCERY.

Of Proceedings in Chancery, in General.

The Method of Proceeding in this Court, is first to file *General* your Bill of Complaint, setting forth the Fraud, or Injury *Proceedings* done, and Praying Relief: After the Bill is filed, Process from the of Subpœna issues to compel the Defendant to Appear; *Bill to the* and when the Defendant Appears, he puts in his Answer to *Decree.* the Bill of Complaint, if there be no Cause for Plea to the Jurisdiction of the Court, in Disability of the Person, or in Bar, &c. Then the Plaintiff brings his Replication, unless he files Exceptions against the Answer as insufficient, referring it to a Master to Report whether it be sufficient or not; to which Report Exceptions may be also made. The Answer, Replication, and Rejoinder &c. being settled, and the Parties come to Issue, Witnesses are to be Examined upon Interrogatories, either in Court, or by Commission in the Country; and when the Plaintiff and Defendant have Examined their Witnesses, Publication is to be made of the Depositions, and the Cause is to be set down for Hearing, after which follows the Decree. If the Plaintiff dismisseth his own Bill, or the Defendant dismisses the same for want of Prosecution, or the Decree is in behalf of the Defendant; the Bill is dismissed with Costs, to be Taxed by the Master. If the Defendant doth not Appear, on being serv'd with the Process of Subpœna, in order to Answer, upon Affidavit of the Service of the Writ, an Attachment will Issue out against him; and if a *Non est Inventus* is return'd, an Attachment with Proclamation goes forth against him; and if he stands further out in Contempt, then a Commission of Rebellion may be issued, for Apprehending him, and bringing him to the Fleet Prison, in which you may justify breaking open Doors. If the Defendant stands further in Contempt, a Serjeant at Arms is to be sent to take him; and if he cannot be taken, a Sequestration of his Land may be obtain'd till he appears. And if a Decree be not obey'd, being serv'd upon the Party under

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the Seal of the Court, all the aforementioned Processes of Contempt will ~~issue~~ out against him, for his Imprisonment till he yields obedience to it.

This is a short Account of Proceedings in Chancery, in general: I shall now proceed to the *Particular Business* of this Court, and first the Process of Subpœna, &c.

Of Subpœna's in Chancery.

Bill to be first Filed. It was formerly the Usage of this Court to sue out Process of Subpœna, and serve it before the Bill was filed; but this Practice is alter'd by Stat. 4 and 5 Ann. which requires that a Bill is to be first filed before Process shall be granted: However, for Method's sake, I shall begin with this Writ.

Subpœna, what, and how made out. A Subpœna is a Writ whereby common Persons are called into Chancery, in such Cases only where the Common Law fails, and hath made no Provision: It requires the Defendant's Appearance by a certain Day, under a certain Penalty, to make Answer to the Plaintiff.

To issue this Process, after you have filed your Bill, you are to get a Certificate thereof under the Hand of the Six Clerk of the Cause, which is usually in this Form:

Inter A B. Quer' & C D. & al' Def.

I do hereby Certify that the Bill in this Cause is Filed in my Office. Dated this 10 Mar. 1723.

E F.

With this Certificate you are to apply to the *Subpœna-Office* in Chancery Lane, and leave the same there with the Clerk of that Office; together with a Note in Paper of the Plaintiff's and Defendant's Names, and the Return of the Writ as follows:

Subpœna ad Sed' A B. verf. C D. &c. Ret' immediate.

Returns of this Writ.

This is when the Defendant lives in Town, and you would have it returnable presently; and if it be returnable on a certain Day, then it must be, Ret' Die Lunz &c. with the Day of the Month: But if it be on a common Return Day, which is usual when the Defendant liyes above Ten Miles out of Town, then you are to make the Returns both for the Note and the Writ, thus:

Returns

Returns of Writs in Chancery.

For the Note.		For the Writ:	
Tres Mich'is	Dies datus Defend'	{	A Die S'ti Mich' prox' futur' in tres
Menf. Mich.	ad Respondend'		Septim' (when Mich. Day to come.
{ &c.	Ad faciend' melior		A Die S'ti Mich' in tres Septiman'
	Responsf.		prox' fut' (when Mich. Day past.
	Ad Replicand' &c.	{	A Die S'ti Mich' prox' futur' in u-
			num Menf' &c.
Oftab' Hillar'	Dies datus, &c.		In Oftab' S'ti Hillar' prox' futur'
{ &c.			(Hilary.)
Quind' Pasch'	Dies dat' &c.	{	In Quinden' Pasch' prox' futur'
{ &c.			(Easter.)
Cr'o Trin'	Dies dat' &c.		In Cr'o S'tz Trin' prox' futur'
{ &c.			(Trinity.)

A *Subpoena ad Respondend'* is returnable either *immediate*, (when the Defendant lives in Town, or within 10 Miles thereof) tho' in Term Time it is needless to have it ret' *immediate*, for it may be on a *Day certain*; or it is returnable on a certain Day of the Month, which must be in Term, unless Cause be shewn on Petition or Motion, for having it return'd in the Vacation: It must be on a common Return Day; and where there are many Plaintiffs, all of them need not be named either in the Note or the Writ, but only the first with an *&c.* But all the Defendants are to be named in the Writ, tho' not in the Note: You are to put only three Defendants Names in one Writ, in which Case a Man and his Wife are admitted to be but one.

On leaving your Certificate and Note at the *Subpoena-Office*, you leave with the Clerk of the *Subpoena's* 2 s. for his Fee, if two Defendants, and 3 s. if three Defendants; he then gets it Sealed, for which you pay 1 s. 6 d. more, viz. 6 d. for the Seal, and 1 s. the King's Duty: But this is where the Business is done at a General Seal; for if it be at a Private Seal in the Time of Vacation, which in Causes of Moment is sometimes necessary, you pay Two Guineas for Opening the Seal, besides the Fees of the Writ.

The *Subpoena ad Respondend'* is the Original or leading Process of this Court, when the Suit is commenc'd by English Bill: It is made in the following Form:

A Sub-

A Subpœna ad Respondendum.

Subpœna ad Respondendum. Georgius Dei Gra' Magn' Britannię, Franc' & Hib'nię Rex Fidei Defensor' &c. A B. Ar' salt'm Quibuscumq' certis de Causis coram nobis in Cancellaria n'ra propositis Tibi precipimus firmiter Injungere Quod om'ibus aliis prætermisissis & Excusac'oe quacumq; cessante in propria persona tua sis coram nobis in dict' Cancellaria nostra a Die S'ti Michaelis prox' futur' in tres Septiman' &c. ubicunque tunc fuerimus ad Respondend' super iis quę tibi objiciuntur tunc ibid' Et ad faciend' ult'ius & recipiend' quę dict' Cur' n'ra Consideraver' in hac parte Et hoc sub pœna Centum Librarum nullatenus omittas Et h'cas tunc ibi hoc Breve Teste &c.

This *Subpœna* is where one is Defendant; and the 100 l. Penalty seems inserted only in *Terrorem*, it being never Levied.

If your *Subpœna* is returnable immediate, or indilate, then instead of the words a Die S'ti Michaelis &c. say, indilate post Receptionem hujus Brevis ubicunque &c. But this Process immediate, can only be had when the Party lives in or near London, as is before observ'd, of which Affidavit must be made, and a Petition to the Master of the Rolls, setting forth the same and the Suit commenc'd, and a Motion thereupon.

Sorts of
Subpœna's.

Besides the *Subpœna* to Answer, there are several other *Subpœna*'s in Chancery, viz. A *Subpœna* for Costs. A *Subpœna* to make better Answer. A *Subpœna* ad Replicandum. A *Subpœna* ad Rejurgend. A *Subpœna* ad Revivendum. A *Subpœna* ad Testificand'. A *Subpœna* ad audiend' Judicium. A *Subpœna* pro Publicac'oe. A *Subpœna* duces Tecum, for Writings, Evidences, &c.

A Subpœna ad Audiend' Judicium.

Subpœna ad audiend' Judic'. Georgius &c. A B. salt'm Precipimus vobis firmiter injungend' quod Excusac'oe quacunque cessan' in propriis personis vestris litis coram nobis in Cur' Cancellar' nostr' ubicumq; tunc fuer' tali Die &c. ad Audiend' Judicium & finalem Determinac'onem &c. inter C D. Quer' & te prefat' A B. Defen' adhuc indeterminat' penden' & hoc nullatenus omittat' &c.

Peers.

If any of the Defendants be a Nobleman, then no *Subpœna* is awarded against him, but a Letter from the Lord Chancellor

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Chancellor instead thereof: But if such Nobleman do not appear upon the Letter of the Lord Chancellor, then Process of Subpœna may be awarded against him; tho' the following Process is to be only a *Distringas*, for no Attachment can be had against a Peer.

In the Subpœna to Answer, you must be very careful Service of there be no Mistake in the Body of the Writ, which would Subpœna give Advantage to the Defendant; but if there be a Mistake in the Label only, no Advantage is to be taken by it. It is to be serv'd before the Return thereof, either by the Delivery of the Writ it self under seal to the Defendant, or by shewing him the Writ under seal, and delivering him a Note or Label of the Day of his Appearance: And this Note is most usual when there are more Persons than one in the Subpœna, so that the Body of the Writ may be reserved to be left with the last: Or it may be left at the Defendant's Dwelling-House, with one of his Family, or at his Place of Residence.

It has been held a good Service to leave the Writ hanging upon the Door of the House, or to put it into the House under the Door, or within the Window; but this is where it is presumed it afterwards comes to the Defendant's Hands, or that he might be in the House at the Time, &c. Where a Subpœna is had against the Husband and Wife, Service to the Husband alone and giving Notice it is against him and his Wife, is a good Service as to both. If a Subpœna is serv'd on the same Day it is returnable, the Service is good, if it be before Noon.

Every Subpœna to make a better Answer, is also to contain a Clause for the Payment of Costs; and if upon the Service of such Subpœna the Costs be not paid, the Answer of the Defendant shall not be received or filed: But Process of Contempt shall issue in that Case, as for want of an Answer, at the Return of the Subpœna.

A Subpœna to hear Judgment, is to be personally serv'd, or left at the House of the Party with one of the Family. But if the Defendant cannot be found to be serv'd personally, and he hath no certain Dwelling, or is beyond the Seas, &c. on Oath thereof made, the Court will Order that the leaving a Subpœna with his Attorney, or Clerk in Court, shall be a sufficient Service.

If any of the Defendants do not appear at the Return Non Ap- of the Subpœna ad Respondenda Upon Affidavit made of the Service of the Subpœna, as that it was serv'd on the Defendant himself, or left at his Dwelling-House with his Wife or Servant, or hang'd at his Door, &c. so that it may be presumed

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presumed he had Notice thereof; or if the Deponent swears, that he did see another serve him therewith, or that he heard the Defendant confess he had been serv'd, &c. In such Cases an Attachment may be awarded against the Defendant.

Affidavit of Service of a Subpoena.

A B. Gent. maketh Oath, That he this Deponent did on &c. serve the Defendant E F. with a Writ of *Subpoena* out of this Honourable Court, by delivering the said Writ under Seal to the said E F. whereby the said E F. was directed to appear in the said Court on the Morrow of the Holy Trinity, &c. next, at the Suit of C D. Complainant.

A B.

Jur' 10 Maij 1723.

Coram J G.

Attachment.

Upon this, the Attachment issues; and after the Attachment return'd *Non est Invenit* the Plaintiff proceeds to take out an Attachment with Proclamations; and this being also return'd *non est Invenit* by the Sheriff, then goes forth a Commission of Rebellion, which is directed to such Commissioners as the Plaintiff nameth.

If the Defendant appears before he is taken by any of these Writs, then a *Superedeas* may be had to such Writ without paying Costs. When the Party is taken upon any of these Processes, he must pay Costs, (10 s. on the first Attachment, and every succeeding Process double) and either give Bond with Sureties for his Appearance, or enter his Appearance with the Register. Upon Payment of Costs, and filing his Answer, Plea, &c. the Defendant is Discharg'd of course.

Teste and Return.

There must be 15 Days between the Teste and Return of every Process after the *Subpoena*. No Process is to be return'd by the Sheriff with a *Non est Invenit* except it be made into the County where the Party lives; but the Person in Contempt may be Arrested upon such Process in any Place where he can be met with.

Of Bills exhibited in the Chancery.

Bill, it's Nature.

A Bill in Equity, is in Nature of a Declaration at the Common Law, wherein the Complainant is to set forth the Circumstances of his Case, as for Fraud, Force, or Injury done him, praying Relief of the Court, for that he has no Remedy by the Common Law; and also Process of *Subpoena*

poena against the Defendant, to compel him to Answer the Charge of the Bill. And if it be to quiet the Possession of Lands, or to stay Waste, or Proceedings at Law, he likewise prays a Writ of Injunction.

Your Bill you must get drawn in Paper by some Council, *How* or at least it is to be perused by him, and his Hand is to *drawn*, be set thereto; then it must be written on Parchment, and *and filed*, with it you are to apply to one of the sworn Clerks in the Six Clerk's Office to be Ingross'd, or for Expedition you may do it your self: Then it is to be carried by the sworn Clerk to one of the six superior Clerks, and he files it for you, and makes a Certificate thereof, with which Certificate you apply to the Subpoena Office, as is already shewn for your Process of Subpoena.

The Bill is to be signed by the said superior Clerk, and dated the same Day it comes into the Office, by writing in the Margin towards the Top: And no six Clerk is to antedate any Bill; nor any under Clerk to keep any Bill by him, but deliver it to the six Clerk the first Opportunity.

Counsel are to take care that Bills be succinct, and that *To be succinct*, there be no needless Multiplication of Words, or other *im-cinct*, and pertinencies occasioning Prolixity: Nor shall they insert *have no* therein any thing Criminal or Scandalous; if they do, *Matter* a Master in Chancery is to expunge it, and tax Costs for the *scandalous*, Party scandaliz'd, if he Reports it on a Reference to him. *Sec.* The Defendant may refuse to answer such Bill 'till the Scandal and Impertinence be expunged; and the Court will not permit it to be expung'd, but on Motion, and a Certificate that the Costs taxed are paid.

A Master will sometimes certify a Thing to be Impertinent and Scandalous, that he thinks to be *contra bonos Mo-* *ment.* *res*; and Costs have been allow'd before the Bill could be Amended. But if there be any Oversight in the Bill, which requires Amendment, before the Defendant's Appearance it may be Amended, upon Motion, without paying Costs; *contra* after Appearance, for then Costs must be paid.

In all Suits in Equity, there must be proper Parties nam- *Parties to* ed in the Bill; for if those whose Right is concerned, are *Bills.* not made Parties, the Defendant may demur to such Bill; or if he does not, the Court will not proceed to a Decree, or if it does, the Decree may be reversed. And Suits are here generally to be prosecuted and defended, by Parties in their own Names only; but by Leave of the Court it may be done by others, as Prochein Amys, or Guardians, in the Case of Infants and Lunatics, Committees in the Case of Idiots, or Trustees *in Cestuy que Trust.* A Wife may

Costs Bills may sue her Husband by her next Friend, for Performance of a Marriage Settlement. By Motion, of course, either Plaintiffs or Defendants may add Parties before Answer: Any Time before Publication, on Cause shewn, the Court will suffer the Plaintiff to add Parties, and this without Costs, if there be no Plea, &c. And after Publication, before Hearing, Parties may be added: As they may also after a Decree, before it is Inrolled, on Petition setting forth their Rights are interwove with the other Plaintiff's, settled in general by the Decree.

Parties added, and struck out. But if a Defendant be added after Publication, the Cause, as to such Defendant, must be heard upon Bill and Answer only. Before a Defendant has answer'd, his Name, on the Plaintiff's Motion, may be struck out of the Bill. If a Defendant answers and disclaims or appears Disinterested, his Name may be struck out, on Motion of either Party; so a Defendant may be struck out at any Time before Hearing; but after Appearance it will be with Costs, the Bill as to him being dismiss'd. A Plaintiff may be struck out of the Bill at any Time before Hearing, if those left are sufficient for Costs. One made a Plaintiff without his Order, may renounce the Suit in Court, or give a Warrant to some Council to Move and Consent that the Bill may be dismiss'd.

Bills for several Matters, &c. If two several Bills are filed by a Plaintiff against a Defendant, for one and the same Matter, or of the same Nature, one of them will be dismiss'd with Costs; but where they contain Matters, of a different Nature, there the Defendant must answer both. A Bill containing Things of distinct Natures, brought against several Persons will be naught: But a Bill may be brought for Tithes against several Parishioners, because they are of the same Nature. Two Plaintiffs cannot join in one and the same Bill, where their Interests are several.

Original Bills. An *Original Bill* lies to put a Period to a temporary Decree, and shew the Purposes of the Decree satisfied. An *Original Bill* has been allow'd to execute a Decree of Lands, where a Purchaser has claimed under Parties bound by that Decree. If a Bill be to recover Writings lost, Affidavit must be made by the Plaintiff that he had such Writings but hath casually lost them, and knows not where they are, unless they are come to the Hands of the Defendant; or if he knows they are in the Defendant's Hands, then the Affidavit must be to that Purpose.

No *Cross Bill* is to be put in after the Publication of Writ-
nesses; and when a cross Bill is put in, both Causes usually
proceed to be heard together, which can't be if one Bill
is filed after Publication in the other Cause. The Matter
of a Bill will be taken *pro Confesso*, where a Defendant wil-
fully refuseth to Answer, and stands out all the Processes of
Contempt.

In all Bills there are to be Nine several Parts, viz. 1. *Several*
The Direction of the Bill, containing the Title of the *Parts, or*
Chancellor, &c. and Stile of the Court. 2. The Intro- *Structure of*
duction, as *bumbly Complaining sheweth*, &c. and containing
the Plaintiff's Name and Additions. 3. The Premises,
which is commonly by way of Recital, *as whereof*, &c. set-
ting forth some former Transactions and Occurrences. 4.
The Allegations or Suggestions of the Bill, alledging the
Complainant had done such or such Things for the Defen-
dant's Benefit, or that the Defendant had done such or such
Things to the Plaintiff's Prejudice. 5. The Complaint
of Confederacy, Fraud, Injury, &c. which begins, *But*
now so it is, &c. 6. The Clause that gives Consuance in
Equity, wherein some Matter must be alledg'd, that the
Plaintiff can't have Relief at Law, and begins thus, *In*
Consideration whereof, &c. 7. The interrogating Part, be-
ginning, *And to the End the Defendant may Answer make*, &c.
8. The Prayer of the Bill, as to come to Account, pay
Money due, perform a Contract, deliver up Writings, de-
liver Possession of Lands, &c. 9. The Conclusion, *As*
may it please your Lordship to grant a Writ of Subpoena, &c. to
appear and answer, &c.

Of Answers in Chancery.

In order to Answer, *Appearance* is necessary; And if the *Appea-*
Defendant lives within 20 Miles of London, he has four *rance, to*
Days time to Appear after the Return of the Subpoena; *Answer.*
but if he lives above 20 Miles from London, then he has 8
Days after the Return. But if the Defendant, living with-
in that Distance of London, be serv'd 6 or 7 Days or more
before the Return, then he shall have but 2 Days after to
Appear; if he be serv'd but 5 Days before, he shall have
3 Days after it; and if but 4 Days before, he shall have 4
Days after: And so if he be serv'd but 3 2 or 1 Day before
the Return. If he Lives beyond that Distance, then if he
be serv'd either the Morning of the Return, or within 8
Days before, in each Case he hath 8 Days to Appear: But
where

The PRACTISING ATTORNEY: Or;

where he is serv'd 8 Days or more before the Return, he has only 2 Days after it to Appear in.

*Time to
appear &c.*

This is, in strictness, the Practice of the Court; but usually a Defendant when he lives above 20 Miles from London, has Leave given him, on Motion, to Answer *per Dedimus*, and then he has time commonly 'till the 18 Day of the following Term, or longer, on Cause shewn. The usual Way for the Defendant to Enter his Appearance, is to retain some one of the sworn Clerks in the six Clerks Office to Appear for him, whose Fee is 3 s. 4 d. And he thereupon Enters the Appearance in the Appearance Book of the Office thus:

A B. ad Seckam C D. & al' compenit

per Edwards.

*Rule to
Answer,
Time for
Answering.*

The Defendant having Appear'd, the Plaintiff's Clerk in Court may give the Defendant's Clerk on the Day after the Return of the Subpoena (which is the Costs Day) or on the Day after his Appearance, a Rule to Answer by that Day sevennight; which Rule being Entred with the Register, if the Defendant do not then Answer, or satisfy the Court by Affidavit of some Cause why he cannot, and move for longer Time; or if the Defendant doth not, for the like Cause, procure a *Dedimus* to take his Answer in the Country, and Enter the Causes thereof with the Register; then the Plaintiff may have Attachment against the Defendant.

But if no Day be given the Defendant to Answer, he hath liberty to Answer any time during the Term; unless Affidavit be made by the Plaintiff that the Defendant is in Town, or within 10 Miles of it: And if he omits to Answer within that time, then an Attachment may be Entred with the Register, without Motion, for that the Defendant Appeared, and Departed without Answer.

*How to
proceed to
Answer.*

After the Defendant hath appear'd, he must first take out an Office Copy of the Plaintiff's Bill, which costs him about 12 d. *per Sheet*, and with this Copy he applies to his Council who will Advise him either to Answer or to Plead, or Demur, to the Bill: For in many Cases the Defendant may refuse to Answer, but Plead some Matter in Law why he ought not to Answer, or Demur to the Plaintiff's Bill; which Plea or Demurrer being Allow'd, the Bill will be Dismiss'd; but if over-ruled, he is then Order'd to Pay Costs and Answer the Bill.

*Answer,
how taken.*

But it is most frequent to give in a fair and direct Answer to the Bill: And this Answer may be taken either here in Town, and Sworn before a Master in Chancery;
or

LAWYER'S OFFICE.

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Or if the Defendant lives above 20 Miles from London, it may be taken by Commissioners in the Country; of Executing which Commission, Notice is to be given to the Plaintiff: And the Commissioners and Parties being met, the Commissioners read over the Answer to the Parties; and then say to them, You have heard your Answer read, and do exhibit it as your Answer to the Bill of Complaint of &c. To which they reply, Yes? Then the Commissioners administer the Oath to the Parties, viz.

Oath of Parties on taking Answer.

You shall swear that what is contained in this your Answer as concerns your own Act and Deed is true; and that what relates to the Act and Deed of any other Person, you believe to be true; and that what is therein Denied is not true, in such Manner as therein is set forth.

So help you God.

Your Answer being taken, you must fix it to your Commission, or rather your Commission to that; and make the *By Commission*, Caption at the Foot of the Answer in Court Hand, thus:

Cap^t tuit hec Respons^o super sac^m supranoiar Def.
Thome A. quinto die Aprilis Anno nono Georgii
Regis Magnⁱ Britann^{iæ} &c. 1723. apud &c. coram
nobis.

A B. }
C D. } Commissioners.
E F. }

After the *Caption* is subscribed, you Endorse upon the Commission, about the Middle of it, the Execution, as follows:

Executio istius Comⁱ pater in quad^m Schedul^e huic
Comⁱ Annex.

Respons^o.

A B. — } Comⁱ.
C D. &c. }

If there be Schedules, annex them all to the Answer and Commission: Then the Commission is to be made up and sealed, and directed to your Clerk in Chancery. And the Person that carries it must make Affidavit on the Back of the Answer, That he received the Answer from A B. &c. one of the Commissioners by whom the Answer was taken, and

and that the same is no way alter'd. The Commissioners Fee for executing this Commission is 6 s. 8 d. apiece.

Special Commission If you would have a special Commission to take an Answer, Plea, and Demurrer, (which may be had) the Court to take an must be moved for it: And because many times the Defendant is not prepared to put in his Plea or Demurrer, or Plea, &c. that there is occasion to Plead or Demur as well as Answer, he is forced to move the Court accordingly for a *Dedimus* to Answer, Plead, and Demur. But this Court will not grant a Commission to demur only; and therefore, if on a *Dedimus*, a Demurrer only be return'd, or such a Plea only as shall be afterwards over-ruled, the Defendant shall pay Costs, and the Demurrer be rejected.

Commissioners executed. There must regularly be six Days Notice of the Time of executing this Commission given to the Plaintiff, or the Person named to that Purpose in the Label of the *Dedimus*, who is generally the Solicitor in the Country: And by a particular Clause in the Commission to be had on Motion, 10 or 12 Days Notice of Executing it may be ordered to be given. The striking the Names of these Commissioners is now usually done by the six Clerks of course.

Answers delay'd, &c. In all Cases of delaying to Answer, the Defendant must upon Oath satisfy the Causes of such Delay: As that the Defendant cannot Answer without sight of Writings, which are in the Country; or without Conference had with some Person named in the Bill, or some other whom the Matter concerneth; or without sight of Goods, &c. all which must be above 20 Miles from London. Where a Plaintiff cannot be found, the Court, upon Affidavit and Motion, will Order the Answer to stay till the Plaintiff's Clerk in Court by Note in Writing shews where he lives.

Where but one Defendant Answers. If there be many Defendants, and one or some have answered, and the rest not; in some Cases the Plaintiff may proceed to Hearing against that one alone, and afterwards against the rest. The Defendant's Answer generally concludes only himself; but where one Defendant answered, and the other refused, the Court said he should be bound by the other's Answer, if upon it the Cause were against him.

Answers filed, amended, &c. An Answer is not reputed as such till filed; and an Answer is not to be filed till Costs for Contempt in not answering are paid. The Defendant may without Notice, move to Amend his Answer in a small Matter; but if it be in a material Point, he must give Notice of the Motion for such Amendment to the Plaintiff's Clerk or Solicitor. And the Court will grant it tho' it be in a material Point, especially if

if Affidavit be made that the Defendant was surpriz'd therein.

Concerning *Answers in general*, these Rules are to be *General* observ'd, viz: 1. An Answer must Confess and avoid, or *Rules for* Traverse and deny all the material Points in the Bill. 2. *all An-* It must contain nothing Scandalous or Impertinent, under *swears*. the like Penalty as a Bill. 3. It is to be under some Council's Hand. 4. It must be upon Oath, except in the Case of a Peer of the Realm. 5. The Charge of the Defendant's own Fact, if laid within seven Years before, to be answer'd without saying to his Remembrance or Belief; unless there be cause to dispense with it. 6. As to the Act of another, he must say, he has heard and thinks, or believes it to be true; or that he does not think or believe, &c. 7. If the Defendant deny a Fact charged in the Bill, he must traverse it directly; as if he be charged with the Receipt of a Sum of Money, he is to deny that he hath received that Sum or any Part thereof; or set forth what he hath received, and deny the rest. 8. If a Fact be laid to be done with divers Circumstances, he must not traverse or deny it literally, but Answer and Traverse the Point of Substance positively. 9. A Defendant is not obliged to Answer where his Confession of the Matter might subject him to any Penalty at Law. 10. But Bills for Discovery of Evidences, Writings, &c. ought to be answered. 11. A Counsellor, Clerk, &c. are not to answer what they know of their Client's Cause, as they are such: Nor is a Referee, where it is agreed that what passes between them shall not be disclosed or made use of on either Side. 12. Ordinarily, an Answer ought not to set forth Deeds *in bec Verba*; and tho' the Bill prays they may be set forth, if the Defendant answers that he is ready to let the Plaintiff have Copies of them, or if he does not say so, but sets forth only Part of them, it is well: And the Court will Order the Plaintiff to have Copies, or that the Defendant produce them, on Examination of Witnesses, &c.

Of Exceptions to Answers, &c.

Exceptions are the Allegations of a Party in Writing, *Exceptions* suggesting that some Pleadings or Proceedings in a Cause *to Answers* are insufficient mistaken or irregular in certain Points: And such Exceptions are usually either Exceptions to Answers, or to a Master's Report.

These Exceptions must shew some particular Point or *Insufficienc* Points wherein the Answer is defective; for if Insufficiency of *Ans-* be furnished only in general, the Court will not refer it to *swears*.

be Examined. And if the Answer be good to a common Intent, the Plaintiff must reply and prove the Matter of his Bill, and not insist upon the Insufficiency of the Answer. No Exceptions may ordinarily be taken to an Answer after a Replication put in; because by the Replication the Answer is admitted sufficient; yet in some Cases the Replication has been order'd to be taken off the File, and Exceptions permitted to be put in.

*In what
time Ex-
ceptions to
be made.*

If the Answer be filed in Term, the Plaintiff must the same Term, or within 8 Days after, deliver his Exceptions to the Defendant's Clerk in Court. But if the Answer is filed in the Vacation, the Plaintiff hath time 'till 8 Days after the Beginning of the next Term to put in Exceptions: And in either Case they cannot be put in afterwards, without a Motion or Consent on the other Side. If the Defendant do within 8 Days after Delivery of Exceptions, satisfy the Plaintiff of the Invalidity of them; or do Amend his Answer in the same Term, and pay 20 s. Costs, the Plaintiff shall go on and reply: But if the Defendant fail to do the same, the Exceptions on Motion are to be refer'd to a Master, and he is to certify the Sufficiency of the Answer. The Plaintiff cannot refer Exceptions to a first Answer 'till 8 Days after they are filed; but on a second insufficient Answer they may be referred immediately. The Plaintiff must serve the Defendant with a Warrant to attend on these References; which is to be serv'd on the Defendant or his Clerk two Days before arguing the Exceptions; if he does not appear, the Plaintiff may take out a peremptory Writ; and if he does not then attend, the Plaintiff will proceed *ex Parte*; but the Defendant usually appears: The Insufficiency appearing on the Exceptions is to be insisted on; and no new Exceptions to be put in. And if the first Answer be certified insufficient, the Defendant is to pay 40 s. Costs, 3 l. for a second Answer, 4 l. for a Third, 5 l. for a Fourth, &c. But if the Answer be reported good, the Plaintiff shall pay the Defendant 40 s. Costs.

*Exceptions
argued.*

Costs.

*Masters
Reports,
and Ex-
ceptions to
them.*

The Master's Report and Certificate on Exceptions made is conclusive, unless either Party take Exceptions to it; which one may do, and is often done, but then he must Deposit 5 l. with the Register, if it be a general Report, which must be paid to the other Party if the Exceptions to the Report are over-ruled: And on Reports touching sufficiency of Answers, 40 s. and 20 s. for every Exception which on arguing shall be over-ruled as Frivolous and Impertinent. but where the Exceptions are found true and allow'd,

allow'd, the other Party ordinarily pays 5 l. tho' it is in the Discretion of the Court to Order otherwise.

If Exceptions are found against a Defendant upon an *Better Answer*, he must pay the Costs, and put in a better Answer. *sever, on* And the Plaintiff may have one *Subpoena* for Costs, and *Exceptions* another to make better Answer. No new Commission shall *made good.* be awarded for taking a second Answer, 'till the Costs of the first insufficient Answer are paid; nor then but by Order of Court on Affidavit of the Parties Inability to Travel, or other good Cause shewn to satisfy the Court, or by Assent of the Plaintiff.

See more of Exceptions, ante *Rules and Orders* of this Court.

Form of Exceptions to an Answer in Chancery.

In Canc'. Inter A B. Quer' & C D. & al' Defenden'.

Exceptions taken and filed in this Court by the said Complainant to the Insufficiency of the Answer of the said Defendant, put in to the said Complainant's Bill of Complaint.

The End of the Bill is to set aside a fraudulent Will set *Bill.* up by the said C D. the Defendant, and to have a particular Account of the Estate of E F. &c. deceas'd, the Complainant being entitled to the same as the nearest Relation of the whole Blood and Heir at Law to the said E F.

To which the said Defendant hath put in an evasive and imperfect Answer, not giving any particular Account of the Estate of the said E F. as is required by the said Complainant's Bill, but insisting upon a pretended Title to the same by Virtue of a Will pretended to be made by the said E F. in his Life time, which Will, if any such there be, the Plaintiff avers and is ready to maintain and prove, that the same was Surreptitiously obtained, illegally executed, and unduly proved, with an Intent to Defraud the said Complainant of the said E F's Estate; For which Reasons the Plaintiff excepts against the said Defendant's Answer, as insufficient in the several Points following, *viz.*

First, The Plaintiff excepts against the said Answer as *First Ex-* insufficient, for that the said Defendant by his Answer *ception.* pretends himself to be a Relation to the said E F. but doth not set forth his Pedigree, nor make out how near of Blood or Related he was to the said E F. all which he ought to have done.

Second Exception.

The Plaintiff likewise excepts against the said Defendant's Answer as insufficient, for that he the said Defendant doth not therein set forth, whether the said E. F. did not make his last Will and Testament in Writing, and the Plaintiff Executor thereof: And whether she did not give &c. all which he ought to have done, the same being required by the Plaintiff's Bill.

Third Exception.

The Plaintiff also excepts against the said Defendant's Answer as insufficient, for that he the said Defendant did not therein set forth how he procured and obtained the said Will to be executed by the said E. F. and who were the Advisers therein, all which he ought to have done, it being required by the Plaintiff's Bill.

Fourth Exception.

The Plaintiff also excepts against the Defendant's Answer as insufficient, for that he the said Defendant doth not therein set forth what Gold, Silver, Plate, Jewels, Bills, Bonds, &c. and Household Goods the said E. F. died Possessed of, with the true Values of the same, and annex a Schedule of the Particulars thereof to his Answer, which he ought to have done, the same being also required by the Plaintiff's Bill.

For all these Reasons the Plaintiff Excepts against the said Defendant's Answer as Imperfect, Evasive, and Insufficient in the Particulars aforesaid, And therefore prays that the said Defendant may amend his Answer as to the same, and give in a full, perfect, and sufficient Answer to the Complainant's said Bill of Complaint.

Other Exceptions.

Further Exceptions: To which said Answer the said Complainants do except as Evasive and Insufficient, For that the said Defendant doth not set forth the Date of the Marriage Settlement, &c. the Witnesses Names, nor the Contents thereof, nor Parties thereunto, which if he had pleaded he must have done, &c.

For that the Defendant in his Answer fol. 10. confesses a Lease from &c. for 21 Years, &c. And there were 10 Years to come at his Death, But doth not set forth where the Estate lies that was so Leased, nor the Rent reserved, nor the Tenant's Names in Possession, so that the Plaintiff might have inquired into the same, &c.

For that the said Bill doth further set forth and charge &c. To which Charge in the said Bill of Complaint the said Defendant hath given no Manner of Answer, whereas the Complainants humbly conceive he ought to have particularly Answered, &c.

And

And therefore the said Complainants do Except to the said Answer, And pray that the Effect of their Bill of Complaint may be answered, so that they may have the End of their Suit, and such Relief therein, as the Nature of their Cause will admit.

An Order for withdrawing Exceptions.

*Exceptions with-
drawn.*

At the Rolls.
Mast' of the Rolls.
Mr. H ———
Mr. M ———

Jovis 3^o. die Maij Anno Regni
Regis &c. Int' Joh' em R. Mif
& al' Quer' & Maria' H. &
al' Def'ts.

Upon Motion this Day made unto this Court by Mr ——— being of the Defendant's Council, it was alledged, that the Defendants filed Exceptions to the Report made in this Cause, by Sr. M C. one of the Masters of this Court, and Deposited forty Shillings with the Register, since which the Matters of the said Exceptions are agreed: And therefore it was prayed that the said Defendant may be at Liberty to withdraw the said Exceptions; And that the forty Shillings so Deposited may be paid back to the said Defendants, Which is Ordered accordingly, Mr. ——— of Council for the Plaintiff consenting thereto.

Of Replications, Rejoinders, &c. in Chancery.

A Replication is the Plaintiff's Answer to the Defendant, *Replicati-* and is an Averring or Enforcing of the Allegations in the *on defined.* Bill, and an avoiding or denying of the Matters contain'd in the Defendant's Answer,

The Replication must be general, unless the Defendant *What re-* by his Answer offers new Matter, which will not be brought *quisites to* into Issue by the Plaintiff's Bill. It must affirm the Bill *it.* to be true, and directly pursue the Substance of it: It is by no means to be a Departure from the Bill; for the Plaintiff must have his Decree *secundum formam Petitionis*: And there must be no new Matter, Except it be to avoid new Matter, set forth in the Defendant's Answer.

If there be sufficient Ground upon the Answer alone, *When, no* without further Proof, for a final Order or Decree, the *Replication* Plaintiff shall proceed to Hearing without Replying or *needful.* Examination of Witnesses; as if the Complainant makes his Title by a Will, or other Conveyance, in the Defendant's Hands, and the Defendant by his Answer Confesses it, &c. In such Case the Answer is taken as true in all

Points. And if it be needful to prove one or a few particular Points, the Plaintiff is to Reply to those Points only, on Pain of Costs. When the Defendant doth Demur, or Disclaim to any Bill, the Plaintiff cannot Reply.

*Time to
Reply to
the Answer.*

The Plaintiff hath all the Term the Answer comes in to Reply; and by the ancient Practice, the Defendant might in any following Term give the Plaintiff a Rule to Reply within Eight Days after, and within the Term, wherein if he failed, the Bill might be Dismissed with Costs: And if no Rule were given, if the Replication came not in before the End of the second Term, after the Term that the Answer came in, upon Certificate thereof from the Six Clerk, the Bill might have been dismissed with Costs. But since the late Act, whereby full Costs are to be paid upon Dismission, the Plaintiff is allow'd 'till the End of the third Term, and this is now the Course of the Court.

*Dismissal
of Bills for
Want of
Replication.*

If a Replication come in before the Rule is out, or any Order pronounc'd for a Dismission, tho' it be after the End of the third Term, the Bill shall not be Dismiss'd. And tho' there be a Dismission for Want of a Replication, or other Proceeding, yet the Court does for the most part easily admit the Bill to be retained upon Payment of Costs. After a Replication put in, if the Plaintiff ceases all kind of Prosecution for a Year, the Bill may upon Certificate and Motion be dismiss'd.

*Rules to
Reply.*

The Rules for Replication are to be Entred in the House-Book of the Six Clerk's Office, eight Days at least before the End of the Term, exclusive of the last Day. And all other Rules must be Enter'd in Term.

If the Parties live in Town, or there be not many Witnesses to Examine, either Side may Move that the other may Reply or Rejoin *Gratis* (viz. voluntarily without Compulsion of Process) and Examine Witnesses, Fix a Time for Publication to Pass, and to Hear the Cause. Also if the Plaintiff hath Replied, the Defendant may Rejoin *Gratis*, without any Motion for that Purpose, if he think fit.

Rejoinders.

The Rejoinder must Pursue and Confirm the Answer, and sufficiently Avoid or Traverse every Material Point of the Replication: It is the Plea of the Defendant made to the Plaintiff's Replication.

Where the Plaintiff intends to go to Commission to examine Witnesses, he must serve the Defendant with a *Subpoena ad Rejungendum*, before he can have his Commission; and on the Return thereof, and Oath made of its Service, the Plaintiff by Entering Rules may oblige the Defendant to rejoin or join in Commission, or may without him proceed

to Examine Witnesses: For, having given him Eight Days Time to Rejoin, if within that Time he does not do it, he cannot afterwards.

A Replication is to be first Entered and Filed by the *Subpoena* Plaintiff's Six Clerk, before the Issuing out the *Subpoena ad ad Rejo-*
Rejoindum or at least before the Return thereof. And where the Defendant is serv'd with this *Subpoena*, on Affidavit thereof made, if he does not upon the Plaintiff's Clerk's Demand of his Clerk, deliver Commissioners Names by the End of the Term wherein this *Subpoena* is returnable, the Plaintiff may, without Motion or Petition, give Names and take out a Commission, &c.

The Defendant having Appeared upon the *Subpoena* to Examine Rejoin, or after the Return thereof, and Affidavit of Ser-
tion of Wit- vice, and after the Rule to Rejoin is out without any Re-
nesses, on joinder put in, he shall not afterwards be admitted to Re-
Rejoinder, join; but the Complainant may proceed to the Examine- &c.
tion of Witnesses.

If the Cause is not at Issue by reason of some new Mat-
Surrejoinder ter disclosed in the Rejoinder, which requires an Answer, there the Plaintiff may *Surrejoinder*; and so the Defendant
ter, &c. may *Rebut* to the Plaintiff's *Surrejoinder*, if there be cause:
But a Cause seldom or never proceeds so far as these Plead-
ings.

Of Pleas, and Demurrers, &c. in Chancery.

A Plea is a Special Answer to a Bill, or some Part there-
Plea, what. of, Shewing and Relying upon one or more Things as a
cause why the Suit should be either Dismissed, Delayed, or
Barred.

And Pleas in this Court are of three Kinds, viz. A Plea
to the Jurisdiction: A Plea to the Person: A Plea in Bar.
Pleas. Pleas to the Jurisdiction, or in Disability of the Person,
need not be on Oath, so as they be under Council's Hand;
Nor need Pleas of Matter of Record: But Pleas in Bar of
Matters *in Pais*, are to be upon Oath; and except the Mat-
ter of the Bar be single, and so full a Bar that the Bill re-
quires no further Answer, the whole is generally set forth
by way of Answer: And then so much of it as goes in Bar
being relied upon by way of Answer, this is Entitled, *The*
Plea and Answer of the Defendant.

In Pleas to the Jurisdiction, you must shew that the
Court has not Jurisdiction of the Cause; as if Lands lie in
a County Palatine, or an Exempt Franchise, you may
Plead it, and that Time immemorial, &c. all Suits at Com-
mon

mon Law and in Equity touching the same, have or ought to have been Impleaded in the Courts of the said County Palatine, &c. But there shall be only one Plea admitted to the Jurisdiction of the Court; which being insufficient, the Defendant is to make a direct Answer.

To the Person.

As to Pleas to the Person; it may be shewn that the Plaintiff is by Law incapable to Sue, as that he is Outlawed, or Excommunicated, which works a temporary Disability; or that he is Attainted, &c. which is a perpetual Disability; That he is a Papist Convict; or that the Plaintiff or Defendant is not such a Person as is alledged, viz. a Feme Sole, Heir, Executor, &c. and therefore is not to Sue or be Sued, as such, for the Matter in Question.

Plea of Outlawry.

A Plea of Outlawry is only of Force till the Outlawry is reversed, but hinders all Proceedings in the mean time: But when it is reversed, the Plaintiff upon Payment of 20 s. may, upon a new *Subpoena* serv'd, put the Defendant to Answer the same Bill. The Record of the Outlawry, or the *Capias* thereupon, must be pleaded *sub pede Sigilli*, and is usually annex'd to the Plea: If the Outlawry Pleaded be in a Suit for that very Duty or Thing for which Relief is sought by the Bill, the Plea will of course be disallow'd, and the Plaintiff have a *Subpoena* against the Defendant for Five Marks Costs, and to make a better Answer. A Plea of Outlawry thought insufficient, may be set down with the Register for the Judgment of the Court; but if within Eight Days after Filing the Plea, the Plaintiff do not Enter it with the Register, the Defendant may take out Process for Five Marks Costs as if the Plea had been Argued.

Of Excommunication.

The Plea of Excommunication may be pleaded by the Defendant, which must be certify'd by the Ordinary: But after such Plea, the Plaintiff, upon producing Letters of Absolution in Court, will be allowed to Proceed. Outlawry, or Excommunication, in a Guardian, &c. cannot be pleaded in Disability, where an Infant Sues or Defends by him; And Outlawry in a Plaintiff Executor or Administrator, is no good Plea, for these Sue *in antea Droit*.

Pleas in Abatement.

If a *Feme Sole* Plaintiff Married after Answer, and pending the Suit, upon shewing it to the Court, the Suit shall Abate; but may be revived by Bill. A *Feme Sole* Sued a *Subpoena*, and the same Day Married; the Suit was Dismiss'd with Costs. If a *Feme Covert* exhibit a Bill in her own Name only, it may ordinarily be pleaded in Abatement, and the Bill will be Dismiss'd. A Husband putting in a Plea for himself and Wife; if she refuse to Swear to it,

the

the Plea shall stand for the Husband, and Process of Contempt issue against the Wife.

Tho' the Marriage of a *Feme* Plaintiff works an Abatement, it is otherwise with a *Feme* Defendant; for it is not reasonable she should take Advantage of her own Act. The Death of any of the Parties, Plaintiffs or Defendants, causes an Abatement.

A *Plea in Bar* is commonly where some foreign Matter is shewed, whereby, admitting the Bill, &c. to be true, yet the Suit or Bill, or some Part thereof, is *Barred*. Sometimes an Act of Parliament is Pleaded in Bar, as the Statute of Limitations, &c. Sometimes a Record, as a Common Recovery, Verdict at Law, &c. Sometimes both a Statute and Record, as a Fine with Proclamations, and Five Years Non-Claim. And sometimes a Matter *in Pals*, as a Release, Account stated, &c.

The Defendant's Title being Paramount the Plaintiff's, *What may* he may Plead it in Bar; and so if the Plaintiff has Granted *be pleaded* or Released his Right to the Defendant. So a Lease, or *in Bar*, Purchase for a valuable Consideration, may be Pleaded in Bar; the Defendant by way of Answer denying any Notice of the Plaintiff's Title or Claim. A long and peaceable Possession, as 60 Years, or more, may be Pleaded in Bar. Sometimes a Decree or Dismission in this Court, or a Suit depending elsewhere for the same Matter, is Pleaded in Bar. But a Decree and Dismission of the Exchequer Pleaded here, has been over-ruled.

If a Suit be depending at Common Law, or in any Inferiour Court, it may be pleaded: And such Plea shall be proceeded in as a Plea of a former Suit depending in this Court, *Suits depending in other Courts*, between the same Parties for the same Matter. A former Bill depending, was Pleaded to a second Bill, which had an Addition of some new Matter; the Plea being good, the Plaintiff was order'd by the Court to pay the usual Costs of a Plea allow'd, and that the Defendant should answer a second Bill, and the former be dismiss'd with 10*s*. Costs.

If the Defendant is doubtful whether if he plead the Matter of his Defence, his Plea will be allowed Good by the Court, he may shew the whole Matter by Answer; and then insist and rely upon it almost as if he had pleaded it, *Plea and Answer, false Pleas*, only he is not to call it a Plea, nor to have the Benefit thereof till Hearing. Where a Plea in Chancery is false and fraudulent, the Plaintiff there shall have the same Advantage as if the same Plea were found false by Verdict at Law. A Defendant is to Answer to what is not contained

in his Plea: If Outlawry or other Matter be pleaded, and the Plea is over-ruled, no other Plea shall be pleaded; but the Defendant must Answer.

Pleas Entered.

If a Defendant does not Enter his Plea within Eight Days after Filing, it is over-ruled of Course; and the Plaintiff may take out Process for an Answer and Costs. This is intended of a Plea of Matter *in Pais*, and not of Record; for it is the Plaintiff's Part to Enter these, or the Defendant within Eight Days after Filing the Plea, may take Five Marks Costs. If a Matter not of Record, nor Recorded, be Pleaded, and the Plaintiff desires the Opinion of the Court, whether, allowing it to be true, it be a sufficient Bar, it must be Argued; and if it be adjudged sufficient, and the Plaintiff take Issue, the Defendant must proceed to prove the Truth of his Plea by Depositions, &c. as on Answers.

Over-ruled

If by the Defendant's Oversight or Neglect, his Plea is over-ruled, the Court on Motion or Petition, will order it to be Argued, the Defendant paying 3 l. the Costs of Over-ruling. If on the usual Arguing of a Plea, it be adjudg'd Good, the Bill is Dismiss'd with Seven Nobles Costs; but if the Plea be Overruled, the Defendant pays Five Marks Costs.

When a Plea is order'd to stand for an Answer, as sometimes on Arguing it is; Costs are seldom given on either Side, and the Benefit of the Matter pleaded is generally saved to the Hearing.

Pleas and Demurrers.

Pleas and Demurrers, according to the Method of Proceedings, ought to precede the Title of Answers; for after a Plea or Demurrer over-ruled, the Defendant is admitted to Answer the Plaintiff's Bill. Pleas and Demurrers differ in this; a Plea can be only put in upon the Bill of Complaint, but a Demurrer may arise upon any Part of the Pleadings.

Demurrer Defin'd.

A Demurrer is the Allegation of the Defendant, which, admitting the Matters of Fact, or some of them alledg'd by the Plaintiff in his Bill to be true, shews, that as they are set forth by the Complainant, they are insufficient for him to proceed upon, or to oblige the Defendant to make Answer unto; and therefore it Demands the Judgment of the Court, whether the Defendant shall be compelled to make Answer to the Plaintiff's Bill, or to some certain Part thereof.

Causes to be set forth, and how determined.

A Demurrer must Express the Causes of Demurrer; but other Causes may be insisted on at the Arguing thereof, tho' if the Bill be dismiss'd in respect of such Cause newly alledged,

alledged, the Defendant shall pay the ordinary Costs, if the Causes particularly alledged be Disallowed. As in the Case of a Plea, so in Demurrer, if it be over-ruled the Defendant pays Five Marks Costs; but if on Arguing it be allowed Good, the Bill is Dismiss'd, and the Plaintiff pays Costs. And a Demurrer or Plea may be brought on either in the common and ordinary Course, or by Motion or Petition; but they are all to be determined in open Court. No Demurrer or Plea is to be set down for Hearing on any certain Day, except the Order be brought to the Register to Enter at least two Days before. And if a Demurrer be not, within Eight Days after Filing, Entred with the Register in order to be set down to be Argued, it is of course over-ruled.

A Plea may be to one Part of the Bill, a Demurrer Demurrer, to another Part thereof, and an Answer to the Residue. A Plea, Answer, Demurrer to an Answer has been generally held to be Ill *sewer*. but in some Special Cases a Demurrer may be properly put in to an Answer, and be allowed. Where the Replication contained new Matter, not in the Bill nor arising from the Answer, but known to the Plaintiff at the Exhibiting of his Bill, the Defendant pleaded and demurred to the Replication, and the Court allowed it.

Demurrers are to be put in under Council's Hand without Demurrers Oath; and where they have been insufficient, frivolous and *how put in*, vain, the Court have given 5 *l.* Costs to the Plaintiff, and *frivolous*, Ordered that no Pleadings should ever after be received in *&c.* Court under the Hand of such Council. If a Defendant obstinately insists on his Demurrer, and refuses to Answer where the Court is of Opinion that sufficient Matter is alledged in the Bill to oblige him to Answer, and for the Court to proceed; The Court will Decree the Matter of the Bill.

Within Eight Days after a Demurrer put in, a Mistake in *Mistakes* the Bill may be Amended without Motion, on paying 20 *s.* *Amended*, Costs to the Defendant: But if within Eight Days after *&c.* Filing the Demurrer, the Plaintiff admits it to be Good, and pays 40 *s.* Costs, the Defendant need not set it down to be Argued; for the Bill stands Dismiss'd of course, unless both Sides agree to Amend.

If upon a *Declarum* the Defendant returns no Answer but a Demurrer or Plea, or both, which shall be over-ruled; he shall pay the usual Costs of Five Marks; and tho' they are allow'd Good, he shall have no Costs, because of the needless Trouble and Delay given to the Plaintiff by such Commission, without which he might have so Plead'd or Demurred.

A Demurrer may be to Interrogatories for Examining of Witnesses,

Of Commissions to Examine Witnesses in Chancery, &c.

Witnesses in what Cases Examined. A Commission to Examine Witnesses is sometimes to Examine them to the Cause, as to the Merits of it, or to some particular Point; or it may be touching a Contempt, or the Breach of some Order, &c. Also it may be had to Examine Witnesses in *perpetuam rei Memoriam*.

Joining in Commission &c. Examination to the Cause is generally before Hearing; tho' sometimes it may be after Hearing, as upon an Account referred to a Master, or upon new Matter started at the Hearing. This Commission is not usually granted till the Cause is at Issue; and before it is granted, the Plaintiff is ordinarily to Reply, and serve the Defendant with a Subpoena to Rejoin, and upon Return of it, give an Eight Days Rule to Rejoin; which the Defendant having done, or the Time of the Rule being expired, the Plaintiff may give two ordinary Return Days for the Defendant to produce his Witnesses, and then appoint a peremptory Day, before which the Defendant may join in the Commission with the Plaintiff; if he do not, the Plaintiff may proceed in the Commission without him. If the Plaintiff does not think fit to join in Commission, the Defendant, on Petition or Motion, may of course have one *Ex parte*.

Reply to be first had. If the Defendant rejoins Gratis, or the Parties go to Commission by Consent, there needs no Subpoena to rejoin: And if the Plaintiff be minded to go to Hearing on Bill and Answer, then he neither Replies, nor takes out any Commission. But where the Plaintiff proceeds to Reply, this Commission is to be granted.

Taking out Commission. The first Taking out and Carriage of the Commission is usually the Privilege of the Plaintiff; but if the Witnesses for the Defendant live a great Way from the Plaintiff's, or live beyond the Seas where the Plaintiff has none, it should seem otherwise; for in such Case the Defendant shall have a Commission granted him for Examining his Witnesses only, and have the Carriage thereof: So if when a Cause is at Issue, the Plaintiff will not go on to Commission, the Defendant may have a Commission to Examine his own Witnesses; and if the Plaintiff commit any Abuse in the Execution of the first Commission, the Defendant shall have

Commissioners how appointed, and struck. the Carriage of the second. On going to Commission, the Party entitled to it his Clerk or Deputy calls upon the Clerk of the other Side for four

four Commissioners Names, which being given him in time, he leaves with the other Clerk four Names also; and after each Clerk hath consulted his Client or Solicitor, he strikes out two of the four Names given in, in this Manner: First, he that has the Carriage of the Commission strikes out one of those that were named by the other Party; and then the other strikes out one of those that were named by him, and so each of them strikes out one more, which being done the four remaining are the Commissioners. If the adverse Party does not give or strike Names in Time, he who is to have the Carriage of the Commission may by Order upon Motion name all the four Commissioners, and have a Commission *ex parte*: And where these Commissions are granted, there needs no Notice to the other Side of the Execution thereof.

But after the Names have been so struck, Exceptions may *Exceptions* be taken to those remaining; and the common Exceptions *to them.* to a Commissioner are, That he is of Kindred, or Allied to the Party for whom he is Named; or that he is Master, Landlord, Tenant to him, &c. That he hath a Suit in Law with the Party Adverse to him for whom he is Named; or is of Council, Attorney, or Solicitor of the Cause on one Side; or that the Party for whom Named is Indebted to him; or for any other apparent Cause of Partiality, or Siding with either Party.

By the antient Orders and Course of the Court, Com-*Commis-* missions to Examine were not to be Granted but for Age, *ons where* Impotence, or very remote Distance of Place: But now, *be- to go.* yond 10 Miles of London these Commissions may be Executed; and not otherwise without Order of Court, and on Pain that all Depositions shall be suppressed, and not be allow'd to be read as Evidence at the Hearing; and the Parties Executing them to be Punish'd for the Contempt and Irregularity.

The Party who has the Carriage of the Commission, or *Notice of* his Commissioners, are to give 14 Days Notice to the other *Execution.* Party of the Time and Place of Executing the Commission: This is usually done by Note under the Hands of two of the Commissioners, directed to some Person mentioned in the Labels to that Purpose, and left for him at his usual Place of Abode. And if such Notice be not given, the Court will Suppress the Examinations, and Grant the other Side a new Commission.

If Notice be given of Executing the Commission, and at *Neglects in* the Day appointed the Commission is open'd, but nothing *Executing* done thereupon, nor any Adjournment made, the Com-*Commis-* mission *ons.*

mission is lost: But if the Commission be not open'd on new Notice, it may be Executed. If by Default of him that hath the Carriage of the Commission or his Commissioners, nothing is done thereon, he shall bear the Charges the other Side is put to about it, to be ascertained by the Oath of the Party: And where a new Commission is granted in these Cases, the Defendant hath commonly the Carriage of it, and is to give Notice to the Plaintiff of the Time of Executing it, &c.

Where one Side only Examines. Where due Notice is given, if the one Party Produces and Examines all his Witnesses, and the other does not, but prays a new Commission: If it be granted, he that prays it shall bear all the Charges of such renewed Commission, both in the Court and the Country, and as well for the others Commissioners as his own; and the other Side shall be permitted to cross Examine the Witnesses, produced by him that renews the Commission: But if the other Side will Examine any Witnesses of his own, then he shall bear his own Part of the Charge.

Non-Attendance at Commission. If the Commissioners on both Sides attend the Execution of the Commission, and one Side Examines, but the other neither Examines nor puts in Interrogatories, he shall not do it afterwards without Order of Court on good Cause shewn. So where the Defendant joins in Commission, and his Commissioners do not attend: But on Affidavit made of some reasonable Cause for Non-attendance, and that the Party who did not Examine nor any for him hath seen heard or been inform'd of the Depositions taken, &c. the Court will grant a new Commission to Examine: And so upon an Examination in Court before an Examiner; and the Court in such Cases will order Publication to be stayed.

Summons for Witnesses to appear, &c. Formerly *Subpœna's* were granted for Witnesses to appear; but now the Course is for the Commissioners by Note or Summons under two or more of their Hands to call the Witnesses before them. If a Witness refuse to appear, or to be Examined, the Court upon Motion will grant a *Subpœna* for him to be Examined in Court, at his own Costs: But Witnesses may refuse to appear and be Examined till their reasonable Charges be paid. When the Witnesses are duly serv'd, &c. and are able, but do not appear, a new Commission may be had upon Oath thereof. A Witness may be permitted to use short Notes he brings with him to help his Memory; but not the Substance of his Depositions, nor may he Transcribe verbatim such Notes. One Commissioner may be examined as a Witness by the other Commissioners; so as he be examined before any Witness hath been Examined in his presence. Each

Each Side is to exhibit *Interrogatories*; and the Court dislikes the Practice of Examining the Defendant's Witnesses on the Plaintiff's *Interrogatories*, or *à contrà*. The Commissioners must themselves examine the Witnesses, and not leave it to their Clerks or others: Also they are to examine but to one *Interrogatory* at a time, and are not to read to the Witnesses another *Interrogatory* 'till they have gone thro' and answered the former; and they must hold the Witness to answer to every Point interrogated: They are likewise to take down what comes from them on their Examination, and not permit them on their own reading of the *Interrogatories* to set it down themselves. But after they have been examined, they may suffer them, upon better Thoughts, to amend their Examination; which will not be suffered on an Examination in Court. The Commissioners ought not to ask any idle Questions, or foreign to the *Interrogatories*, nor set down impertinent Answers, but only what are Material.

These *Interrogatories* or Questions exhibited are either direct, propos'd on the behalf of the Party that produces the Witnesses; or Counter, propos'd on behalf of the adverse Party: And ordinarily, both Plaintiff and Defendant may exhibit, direct, and counter, or cross *Interrogatories*. They are to be drawn and signed by Council, or shall stand suppress'd. They must be short and pertinent, and necessary to the Point; and not be Leading, if they be; the Depositions will be suppress'd: These are accounted Leading, *Did you not do, or see such a Thing, &c.* and so are such as are too particular, or seem to point to one Side of the Question more than the other.

Interrogatories are to be Ingross'd in Parchment, and must be exhibited before any Witnesses are examined on either Side. And if the Witnesses be to be examined before an Examiner of the Court, the *Interrogatories* are to be produc'd before and left with him: If in the Country on a Commission, the *Interrogatories* must be either annexed to the Commission, or by Consent of Parties, which is now the general Practice, they may be exhibited before the Commissioners, on opening the Commission. If either Party have a Commission *de novo* after he hath Examined on a former, he must Examine on the same *Interrogatories* as were exhibited on the former Commission; and no other *Interrogatories* will be admitted without an Order of Court, or Consent of the Parties. Where Leave is given by the Court to Examine a Witness after Publication and before Hearing, a Master is usually ordered to settle the *Interrogatories* to such Points only as were omitted before.

Parties

Examin'd

on Interro-

gatories

&c.

If the Plaintiff would have the Defendant sworn and examined upon Interrogatories, as a Witness in a Cause depending by Bill in this Court: If the Defendant agree to it, the Court will compel the Plaintiff to stand to the Defendant's Depositions; for otherwise the Defendant is not to be Examined, except some new Act be done by him after Issue join'd &c. as a Feoffment made, an Estate executed, a Release by Covin &c. In which Cases he may be compell'd to be Examined by the Plaintiff.

The Examinations are to be Ingrossed on Parchment, and signed by the Commissioners; and afterwards the Commission is to be made up and sealed, and sent up to Town.

Commis-

sions to exa-

mine Wit-

nesses, how

Executed.

Upon Receipt of a Commission for Examining of Witnesses, the Notice given of Executing it is thus:

Notice of Executing a Commission.

In Canc'.

Inter A B. Gen' Plt'.

C D. & E F. Def'ts. }

By Virtue of a Commission out of his Majesty's High Court of Chancery, to G H. & K. L M. Gentlemen, and others directed for the Examination of Witnesses in this Cause, This is to give you Notice that the Plaintiff A B. intends to execute the said Commission on, &c. next, at the House of, &c. known by the Sign of, &c. in the County of, &c. where you and your Commissioners may be present if you please and see the same Executed. Given under our Hands this Day, &c.

To Mr. C D.

J K.

L M.

The Witnesses are also to have Notice of the Time and Place of Executing the Commission, and to appear and depose their Knowledge on the Interrogatories, in the following Manner:

A Summons for the Witnesses.

Whereas we have received a Commission, issuing out of his Majesty's High Court of Chancery to us and &c. directed, for the Examination of Witnesses in a Cause there depending between A B. Plaintiff and C D. Defendant. And whereas, we are informed that you whose Names are here under Written, are material Witnesses for the Plaintiff A B. These are therefore, by Virtue of the said Commission, to Will and Require you and every of you, personal-

to be and appear before us, or any two or three of the said Commissioners, at the House of, &c. on, &c. next, then and there to be Examined, and testify your Knowledge for and on Behalf of the said Complainant: And you are hereby required then and there to attend, and not to depart until you have been thus Examined. Herein you are not to fail. Given under our Hands, &c.

To Mr. A. L. M. P.

R. T. &c.

G. H.

J. K.

L. M.

When the Commissioners are met at the Time and Place appointed, according to the Notice, the Commission is to be opened; and till that Time it must remain sealed. Then having Clerks ready, they are to draw up the Depositions in Paper, and let each Witness set his Name to each Deposition. But first the Witnesses are Administred an Oath as follows:

Oath to be Administred to Witnesses.

By Virtue of a Commission to us directed out of the High Court of Chancery, for Examination of Witnesses in a Cause there depending, wherein A. B. is Plaintiff and C. D. &c. Defendants, You are to be produced and sworn as a Witness on the Complainant's Part, You are Therefore to all such Interrogatories as shall be Administred unto you, as well on the Part and Behalf of the Complainant as of the Defendant, to speak the Truth, the whole Truth, and nothing but the Truth. So help you God.

Or it may be, That you shall true Answer make to all such Interrogatories as shall be Administred to you on the Part and Behalf of C. D. Defendant to the Bill of Complaint of A. B. Complainant, And therein you shall speak the Truth, and nothing but the Truth.

All Persons are to depart the Room but the Commissioners, their Clerks, and the Witness, during Examination.

Interrogatories to examine Witnesses.

Pro Quer. INTERROGATORIES to be Administred to Witnesses to be produc'd on the Part and Behalf of A. B. Complainant, against C. D. &c. Defendants.

1. *Imprimis*, Do you know the Parties Complainant and Defendants, or any or either and which of them, How long have you known them or any of them?

Q 2

2. *Item*,

The PRACTISING ATTORNEY : Or,

2. *Item*, Whether did you see the Indenture now produc'd and shewn you, bearing Date, &c. and made between, &c. sealed and delivered by the said, &c. as his Act and Deed ; And did you Indorse your Name as a Witness to the Sealing and Delivery thereof ; And is your Name thereon written of your own proper Hand-Writing ; Who else were Witnesses besides your self as you know or believe. Declare ?

3. *Item*, Whether were you present ; And did you see the said, &c. sign the Receipt indorsed on the Back-side of the said Indenture in the last Interrogatory mentioned, purporting a Receipt for 300 l. as the consideration Money mentioned in the said Indenture ; And did you subscribe your Name as a Witness to the said Receipt ; And is your Name there subscribed of your own Hand-Writing. Declare ?

4. *Item*, Whether do you know the Messuage or Tenement in the said Indenture mentioned to be situate in, &c. in the Possession of, &c. What is the said Messuage or Tenement worth by the Year ; Or, how much is the same now let for by the Year, as you know or believe : Is that the true and real yearly Value thereof ; How long hath the same been let at that Rate, as you know or believe. Declare ?

G. I.
T. A.

G. ET RE.

Depositions on the preceeding Interrogatories.

Ex parte Quer'. DEPOSITIONS of Witnesses had and taken the Day of, &c. in the Year, &c. at the House of, &c. situate in, &c. By Virtue of a Commission issued out of his Majesty's High Court of Chancery to us G. I. and T. A. and also, &c. directed for the Examination of Witnesses in a Cause there depending between A. B. Complainant and C. D. &c. Defendants, On the Part and Behalf of the Complainant as followeth, viz.

T. R. of, &c. Gent. aged about thirty Years and upwards being Sworn and Examined, Deposeth as follows.

1. To the first Interrogatory, this Deponent saith, That he knows the Complainant A. B. And hath so known him for &c. Years last past ; And doth also know the Defendants C. D. &c.

2. To

2. To the second Interrogatory, this Deponent saith, That he did see the Indenture now produced and shewn to him, bearing Date, &c. and made between &c. sealed and delivered by the said &c. as his Act and Deed; And thereupon, he this Deponent did indorse his Name as a Witness to the Sealing and Delivery thereof by the said, &c. and saith, that the Name T. R. so thereon indorsed as a Witness is the proper Hand-Writing of him this Deponent; He also saith, that &c. was a Witness besides himself to the Signing and Sealing of the said Deed by the said &c.

3. To the third Interrogatory, this Deponent saith, That he was present and did either see the said, &c. sign or subscribe his Name to the Receipt indorsed on the said Indenture in the preceeding Interrogatory mentioned; Or did hear the said &c. acknowledge that the Name, &c. subscribed to the said Receipt was the Hand-Writing of the said, &c. And thereupon, this Deponent did subscribe his Name as a Witness to the said, &c. his so signing or acknowledgment thereof, And saith, that the Name T. R. thereto subscribed as a Witness is the proper Hand-Writing of him this Deponent.

T. R.

J. L. of, &c. aged, &c. Sworn and Examined, Deposeth.

4. To the fourth Interrogatory, this Deponent saith, That he well knows the Messuage or Tenement in this Interrogatory mentioned situate, &c. And saith that the same in his this Deponent's Judgment is worth Thirty Pounds per Annum to be Let; And saith, that the same hath been let at that Rent for several Years, &c. And so is now let; And this Deponent the better knows the same, for that he hath been employed by the Defendants C. D. &c. as an Agent in Receiving the Rents thereof, for about &c. Years last past.

G. L. } &c. Com.
T. A. }

J. L.

An Exhibit of proving a Deed before Commissioners, indorsed on the Back-side.

10 May 1723.

At the Execution of a Commission issuing out of the High Court of Chancery for Examining of Witnesses in a Cause there depending between A. B. Plaintiff and C. D. Defendant This Indenture or Parchment Writing was produced

Q 3

and

The PRACTISING ATTORNEY; Or,

and shewn to &c. and &c. and by them deposed unto at the Time of their severall Examinations to the second and third Interrogatories, &c. on the Complainant's Part, and was also produced and shewn to, &c. And by him deposed unto at the Time of his Examination to the first and second Interrogatories on the Complainant's Part, before us.

G. H. }
J. K. &c. } *Commissioners.*

After all the Witnesses are Examined, and Depositions taken upon your Commission, the Depositions being ingross'd on Parchment and Examined with the Papers; the Commissioners sign each Schedule of the Parchment, and also the Interrogatories, and then you annex the Interrogatories and Depositions to the Commission, and Indorse on the Back of the Commission, in Court-Hand, the Execution of it, thus:

Executio istius Com' pater in quibud'm Schedul'
huic Com' annex.

G. H. }
J. K. &c. }

*Commissi-
ons made
up.*

Then you make up the Commission, binding it round with red Tape in three or four severall Places, and once the Length, leaving the Label of the Commission hanging out at the End; which being done, the Commissioners present at the Examination set their Seals upon it, and it is usual to put as many Seals (half of the Plaintiff's and half of the Defendant's) as there are Meetings of the Tape; And then direct it to your *Chancery* Clerk. One of the Commissioners must deliver the Commission personally to the Person that brings it up, who is to make Affidavit before a Master in *Chancery*, That he received the Commission executed from, &c. one of the Commissioners, And that the same is no ways alter'd since it has been in his Custody, but is as it came from the Commissioner's Hands. But if the Commission be carried by one of the Commissioners, no Affidavit is required, you need only Indorse, *per manus un' Commissionar.*

*And Car-
ried.*

The Person that carries the Commission is usually allow'd 2 s. 6 d. for his Trouble; The Commissioners have a Guinea a Day each, and the Clerks for drawing, &c. 10 s. per Day, and all Charges born.

The Paper Draught ought also to be bound up and sealed, and delivered to one of the Commissioners to keep. The Examinations are not to be Opened or Copied, until Publication be past; nor are the Commissioners to discover

to either Party, or to any other, the Depositions before Publication, which they are sworn to by a late Order: Neither after the Examination is begun, ought a Commissioner to confer with either Party to take new Instructions.

If the Commissioners cannot agree, or meet with any Obstructions in Executing the Commission, it must be Certified by the Commissioners in the Return of the Commission: And in such Cases, where the Execution of the Commission is prevented, the Court will sometimes send an Examiner down into the Country.

Witnesses within 10 Miles of London are Examined by the Examiners in Chancery, in their Office; who by themselves or Deputies Examine upon Oath, on Interrogatories filed, the Witnesses on both Sides that are brought before them in any Cause, and put in Writing and file the Depositions or Answers, which are to be kept private 'till Publication. But the Witnesses to be Examined must be first sworn before a Master in Chancery, and their Names inserted in the Interrogatories by such Master. After a perfect Answer, &c. put in, either Party until Publication is past, may Examine in Court what Witnesses he pleases, that are not before Examined; but not before Answer, without special Order. After Publication, neither Party shall Examine any Witnesses but by special Order upon good Cause shewn, made out by Affidavit. There is to be no Re-examination of Witnesses, tho' upon the same Interrogatories, without Leave of the Court.

If a Witness be Examined by Commissioners in the Country, he shall not be Examined again here in Court without a special Order. When Witnesses are Examined in Court upon a Schedule of Interrogatories, there shall be no new Interrogatories put in to Examine the same Witnesses: But new Interrogatories may be exhibited in Court for Examining new Witnesses at any Time before Publication, notwithstanding there has been a joint Commission Executed in the Country.

When Witnesses have been Examined in a Cause, you may afterwards Examine the Defendant on an Order to that Purpose; and this may be done either before or after Hearing: But his Depositions will be ordinarily conclusive; and where a Defendant is first Examined, you may not afterwards Examine Witnesses to prove him Perjured. A Defendant, by Motion of Court being struck out of a Bill before Answer, may be Examined as an ordinary Witness.

After a Bill filed before Answer, on Affidavit that any of the Complainant's Witnesses are Aged, or Sick, or going de bene beyond Sea.

beyond Sea, whereby the Plaintiff thinks he is in danger of losing their Testimony, the Court will Order them to be Examined *de bene Esse*; so as to be valid, if the Plaintiff hath not an Opportunity of Examining them after Answer; as where in one Case they die before Answer, and in the other do not return after: In either of which Cases the Depositions taken may be made use of either in this Court or at Law. But these Depositions are not to be of force, if the Parties be alive and well, or do Return, &c. after Answer; for in such Case they must be Re-examined.

Witnesses Examined, in perpetuam Rei Memoriam.

Sometimes Witnesses are Examined in this Court *in perpetuam Rei Memoriam*, which is done to preserve their Testimony in case of Death, &c. and their Examinations may be taken either in Court or by Commission: If you proceed by Commission, you are to exhibit a Bill, and therein set forth your Title to the Thing, and that the Witnesses to prove it are Old, Infirm, and not like to live long, or that they are going beyond Sea, &c. whereby you are in danger of losing their Testimonies, &c. And therefore, pray a Commission into the Country to Examine them, and a Subpoena to the Parties interested to shew Cause, if they can, to the contrary. After the Bill is filed, the Court, on Affidavit made, That the said Witnesses are Old, Infirm, &c. if they live in the Country will grant a Commission according to the Prayer of the Bill: Or, if they are within 10 Miles of London will Order them to be Examined in Court *de bene Esse*.

These Commissions known Executed, Depositions &c.

A Subpoena on these Bills is said not to be necessary; for that due Notice given to the Parties concerned is sufficient. No Depositions taken *in perpetuam Rei Memoriam* shall be made use of against any other Persons, but such Defendant or Defendants who were warned or summoned to defend the Bill; or those claiming under him or them by some Interest accrued after the Bill. No Witnesses are to be Examined but such as are Aged or Impotent, &c. Fourteen Days Notice is to be given of Executing the Commission; and if the adverse Party can shew good Cause of Exception to the Witnesses, &c. the Commissioners are to cease Executing it, and Certify the Causes and Exceptions; but if the Party adversant cannot shew sufficient Cause against it, the Commission shall proceed, and such Party may join in it and the Examination of Witnesses. When the Commission is returned, before Publication of the Depositions, Oath must be made that they are necessary to be given in Evidence; and also, that the Witnesses are Dead, or so Impotent,

potent, &c. as they cannot Travel to testify *in loco*, without danger of Life. Whereupon Publication shall be granted, &c. But ordinarily these Depositions are not to be Published but upon Oath that the Witnesses are Dead.

Where Lands are devised by Will, and there is no Occasion or Opportunity to prove it at Law, it is often thought necessary to perpetuate the Testimony thereof in this Court; the Way to do which, is to exhibit a Bill against the Heir at Law, and thereby set forth the Will *in hac verba*: The Defendant having answered, you must proceed to Issue as in other Cases, and then Examine the Witnesses to the Will, or prove their Hands, if they be Dead: And the Will must be brought into the Examiner's Office to be examined unto; which being done, and Publication passed, the Cause is at an End.

The Manner of Proving any Thing or Matter in the Chancery, is either by Depositions of Witnesses, by Deeds and other Writings made Exhibits in the Cause, or by Witnesses Examined in Court. If a Person be disabled to be a Witness, he may be excepted against before he is Examined; but if both Parties Examine him, neither of them can afterwards object against him. If a Witness has Deposed falsely in Part, as where his Depositions contain manifest Contrarieties, his Depositions shall be wholly rejected. And where a Witnesses Depositions on one Side contradict his Depositions on the other Side, 'tis the Course to Order him to attend the Court that he may explain himself; and if he cannot set the Matter right, his Depositions on both Sides will be suppressed.

The Copies of all Depositions of good Witnesses regularly taken in the Cause after Answer, and duly kept, published and signed, may ordinarily be read as Evidence at the Hearing. Depositions taken in one Cause, may be used at the Hearing of another Cause between the same Parties touching the same Matters, without any Motion: But Depositions in a Cause between other Parties, though touching the same Matters, are not to be read unless by special Order; nor are Depositions in other Courts without such Order.

Vide more of Depositions and Interrogatories, Ante Rules and Orders, &c.

Of Publication, and Hearings, in Chancery.

When both the Plaintiff and Defendant have Examined what Witnesses they think fit, and are ready to go to Hearing,

Hearing, the Clerks on each Side may by Consent pass Publication; which is a Power to shew the Depositions openly, and to give out Copies of them, &c. Where Witnesses are Examined in Court, by the Examiners, they may give each other Rules for Publication, first an ordinary Rule, and then a Day to shew Cause why Publication should not pass: But where they are Examined upon a Commission, one Rule only will suffice; and the Day given by such Rule is a Week, which being expired, and no good Cause shewn to the contrary, Publication shall pass. Either Party that has Examined, and would have Publication, may give the Rule, &c.

Rules for
passing
Publica-
tion.

The Cause being at Issue, and one Side has Examined Witnesses, but the adverse Party has neither Examined in Court, nor had a Commission, the other Party is to give him first a Rule to produce his Witnesses, and after that a second Rule for their Examination; upon which he may either Examine them in Court, or have a Commission of Course: And if he does neither, then a third Rule is given him to shew Cause that Day seven-night, why Publication should not pass; which if he doth not shew, the Publication passeth. And such Rules for Publication are necessary to be given, where Witnesses are Examined in Court for the Plaintiff, or *ex parte* by Commission, or where none are Examined on either Side, to conclude the adverse Party from Examining.

Publicati-
on when
Stry'd.

After Witnesses are Examined, either upon Commission or in Court, Publication of the Depositions may be stay'd by Motion, on reasonable Cause shewn, as that the Party had other Witnesses to be sworn at the Time of the Commission, &c. Where a Case happens that is out of the ordinary Rules for Publication, to obtain an Order for it you must Petition or Move the Court; and if it be by Motion you ought to have an Affidavit drawn thus:

Affidavit of Notice of a Motion for Publication.

In Canc'.

Inter A B. Quer' & C D. & al' Def'ts.

A B. of, &c. maketh Oath, That he this Deponent did on, &c. leave Notice in Writing at the Seat of, &c. the Defendant's Clerk in Court, as he is informed, with the said, &c. his Clerk, That the Plaintiff in this Cause intends to Move the Court on, &c. next, or as soon after as Council can be heard, that Publication may pass in this Cause the &c. Day of the next Term, And that the Plain-
tiff

tiff may be at Liberty to set down his Cause for Hearing sometime the same Term, this being the Day of

A Petition to enlarge the Time for Publication.

A B. Quer' To the Right Honourable the Master of the Rolls.

The Humble Petition of A B. Plaintiff in this Cause.

Sheweth, That the Matter in Difference between your Petitioner and the Defendants being in Reference, it was proposed, That by Consent Publication should pass at &c. next, and the Cause be heard the next Term, in case the Matter could not in the mean Time be amicably Ended, And for that Purpose an Order by Consent was drawn up accordingly, whereby Publication is to pass at &c. next, That the Matter hath depended under Reference 'till very lately, And your Petitioner doth now find that he is not like to make any amicable End, and hath not Examined one Witness, and Publication passes to Morrow, &c.

Your Petitioner therefore humbly prays, that Publication may be enlarged 'till the first Day of the next Term, your Petitioner not desiring to put off the Cause from being heard the next Term.

And your Petitioner shall pray, &c.

A B.

These Petitions are usually answer'd, by under-writing them thus :

5^o Junij 1723.

Be it so, whereof forthwith give Notice.

J. FEKYL

An Order to enlarge the Time of Publication.

Mercurij sexto die Maij Anno Regni Georgij Reg' Nono Inter A B. Quer' & C D. Defenden.

Upon the Plaintiff's humble Petition this Day preferred to the Right Honourable the Master of the Rolls; And for the Reasons therein contained, It is Ordered, That the Time for Publication in this Cause be enlarged 'till the first Day of next Trinity Term, of which personal Notice is forthwith to be given to the Defendant's Clerk in Court.

An

The PRACTISING ATTORNEY: Or,

An Order for Publication to Pass, &c.

Die, &c. Inter A B. Quer' & C D. Def. &c.

It is this Day Ordered by Consent of the said Parties and their Council and Clerks in Court, That Publication do pass in this Cause the first Day of *Trinity Term* next, And that the said Cause be set down for Hearing within 10 Days after, Or be heard sometime the same Term, And that the Defendants do appear Gratis to hear Judgment on 10 Days Notice to their Clerk in Court.

An Order for Hearing.

Die, &c. Anno, &c. Inter A B. Quer' & C D. &c. Def.

It is this Day Ordered by and with the Consent of all Parties Plaintiff and Defendants and their Clerks in Court, that this Cause be set down to be heard on *Monday* the 1st Day of *June* next, And all the Parties are to Attend the said Hearing gratis.

Hearings.

The next Term after Publication, the Plaintiff may of course have the Cause set down for *Hearing* before the Lord Chancellor or Master of the Rolls; and by Special Order it may be the same Term Publication is of. If the Plaintiff doth not set down his Cause for Hearing in two Terms after Publication is past, it may be set down *ad requisitionem Defendantis*.

Cause set down for Hearing.

In Order to have a Cause set down and heard, the Six Clerk in the Cause must be apply'd to, six Days at least before the End of the Term, that he may inform himself of the State of the Cause, of the long or short Dependence thereof in Court, of the Weight of it, and all other Circumstances material to inform the Lord Chancellor or Master of the Rolls of at the Time of setting down the Causes. And the Six Clerk cannot refuse to offer the same to be set down, if he be attended at such a Time as aforesaid, and be not unprepared to inform the Court of the Nature of the Cause, &c. For which, neither he, nor his Under-Clerks, &c. shall take any Fee; but they may refuse to set it down till they are paid their Arrears, if any be behind. The Day for Hearing must be set down according to the Priority of the Publication, with respect to Causes presented for Hearing.

Where

LAWYER'S OFFICE.

Where a Cause is ordered to be Speeded, or heard in *Cause Speeded*, some short Time, at the Request of either Party, he is *ded, Process* commonly ordered to do every Thing *gratis* on his Part in *to hear* order to it: When the Cause is ready for Hearing, *Judgment* Process of *Subpoena ad Audiendum Judicium* must be sued out and served on the Party, which is issued on a Note in Writing, under the Hand of the Register, and upon the Back of the Writ must be set down the Day of Hearing. It is to be serv'd personally, or left with one of the House or Family of the Party; and if it be above 20 Miles from *London*, it must be served 14 Days exclusive before the Time to hear Judgment, (except it be in the Vacation between *Easter* and *Trinity Terms*, and then 10 Days,) but if within 20 Miles of *London*, if it be serv'd 10 Days before the Time to hear Judgment it will be sufficient, and in the short Vacation Eight Days before the Return.

The Manner of Hearing Causes in Court is generally *Manner of* thus: Both Parties appearing, &c. one of the Junior Coun- *Hearing* cil for the Plaintiff opens the Bill, and another for the *Causes in* Defendant opens the Answer: The Plaintiff's Senior Coun- *Chancery* cil states the Case, and the Matters in Issue, and briefly touches on the Proofs; And then they proceed to Read first on the Plaintiff's Side, and then on the Defendant's, the Proofs to such Material Points as are Controverted, the Council on each Side debating the Matter, either of Law or Equity, that arises thereupon, and the Plaintiff's Council always concluding the Argument: After which the Court pronounces the Order or Decree, the Minutes of which are taken down by the Register.

If the Hearing is on a *Bill and Answer* only, then after *Hearings* the Bill is opened, the Answer is to be wholly read, and *on Bill and* the Matter of Equity duely represented to the Court; the *Answer,* Answer must be admitted true in all Points, and no other *&c.* Evidence is to be given but Matter of Record, to which the Answer refers. But if the Court shall not find Ground for a Decree, the Bill shall be dismiss'd with Costs; Or the Plaintiff shall be admitted to Reply, on Cause shewn and paying down 5*l.* Costs within Four Days after such Hearing, or such other Costs as the Court shall direct, else the Dismission is to stand, and the Order to be drawn up, which will be a good Bar to a new Bill for the same Matter.

In many Cases, tho' the Cause require no Witnesses to be Examined, yet it may be necessary for the Plaintiff to Reply, &c. whereby the Defendant will be put upon Proof of his Answer, and the Plaintiff admitted to prove the Matters of his Bill: But if the Plaintiff Reply to an Answer, and

and without Rejoinder or Rules given for Publication brings the Cause to Hearing, the Answer shall be taken wholly true, as if there had been no Replication. If the Subpoena to rejoin be not served, &c. tho' it be served, the Cause must be heard on Bill and Answer.

*Proceed-
ings on
Non-
Ap-
pearance
of the De-
fendant.*

If a Defendant Appears not on a Hearing, then on Affidavit made that he was serv'd with the Subpoena to hear Judgment, the Bill is opened, and the Answer Read, and Proof is Read as to what the Answer confesseth not; and if the Matter appears plainly for the Plaintiff, the Court will Decree it for him accordingly: Tho' a Day shall regularly be given the Defendant to shew Cause to the contrary, (usually to the last of that Term or first of the next) the Defendant paying the Plaintiff such Costs as the Court shall assess upon the Hearing; and the Order is drawn thus: *It is Decreed, &c. Unless the Defendant shall pay, &c. and shew good Cause, &c.* And before he is admitted to shew Cause against it, he shall produce a Certificate from the Plaintiff's Attorney in Court, that the Costs are paid. If upon Hearing the Plaintiff doth not Appear; the Defendant, unless the Cause was set down at his Request, shall be Dismissed with Costs.

*Attendance
on Causes.*

If the Plaintiff procure the Cause to be set down for Hearing, the Defendant may attend tho' he be not serv'd with a *Subpoena ad audiendum Judicium*, and if the Plaintiff doth not proceed to Hearing, the Plaintiff is sometimes Dismissed; or, however, the Plaintiff must pay the Costs of the Day, for the Plaintiff is intended to be ready and present in Court to prosecute his Suit, and as the Defendant might find the Cause in the Paper of Causes, he hath Reason enough to attend for his own Safety. But if the Cause were procured to be set down by the Defendant himself, the Defendant shall take no Advantage on the Non-Appearance of the Plaintiff, except the *Subpoena* to hear Judgment has been serv'd.

*What is to
be done af-
ter Hear-
ing.*

Matters of Account are now usually Examined by a Master after the Hearing, if the Witnesses be in Town, &c. Or if they are not, then by Commission from such Master. When a Trust is confessed by the Answer, there needs no further Hearing of the Cause; but a Reference is presently to be made of the Accounts of the Trust to be taken and stated by a Master.

*Rehear-
ings, when
Granted,
&c.*

Where either Party is not satisfied with an Order made upon a Hearing, upon Petition signed by two or more Council (one whereof of good Note in the Court) shewing some Cause for a *Rehearing*, the Court will at any Time be-

fore

fore the Order is Signed and Inrolled, order the Cause to be Reheard. The Cause in this Case is commonly set down for a certain Day; and two Days at least, before the Day appointed for Rehearing, the Party Appealing, is to attend the Lord Chancellor with a true Copy of the Order or Decree, and of the Petition, that so his Lordship may be apprised of the Order and the Objections to the same. By an Order of Court 3 l. is to be deposited in the Register's Hands, to recompence the other Party in Costs, if on the Rehearing no Relief be granted: And this by later Orders has been encreased to double the Sum, &c.

Of Dismissions and Decrees in Chancery.

A *Dismissal* is a Sentence of the Court, whereby the *Dismissal* Plaintiff's Bill or Suit is adjudg'd not fit for this Court to *defined.* take Cognizance of it: And it may be in many other Cases where the Court hath Cognizance of it, thro' Irregularity of Proceedings, &c.

A Bill is sometimes Dismissed for Want of Service of Bills for the Subpoena; sometimes on the Defendant's Answer and *what* Disclaimer; and oftentimes on a Plea or Demurrer to the *Causes dis-* Bill: Also it may be upon the Plaintiff's ceasing to *missed.* prosecute his Suit; or by his doing something which seems to make himself a Judge of the Matter in Controversy; or it may be upon his own Prayer; but is frequently upon Hearing of the Cause, where it appears that the Merits of it are not proper for a Court of Equity. If the Matter belongs to another Court to Determine, as to any of the Courts at Law, or Ecclesiastical Courts, any other Court of Equity, &c. or the Matter in Demand is below the Dignity of this Court, in respect to its Value, as under 10 l. or in respect to its Nature being in itself dishonest, &c. the Bill shall be Dismiss'd.

And if a Dismission be Decreed upon a full Hearing, and *Dismissal* Drawn up and Signed and Inrolled, it may not be *not to be* afterwards alter'd by any Motion or Order for retaining the *alter'd, &c.* Cause, but only by a Bill of Review; nor shall a new Bill be allow'd but upon Affidavit made of new Matter (as in the Case of a Bill of Review) and a Special Order of Court made thereupon: But if the Dismission were not on the Merits of the Cause, but for Want of Prosecution, sometimes on Motion and Excuse made for the Delay of Proceedings, and on Payment of Costs, the Plaintiff's Bill by Special Order is retained, or he hath Leave given him to exhibit a new one.

Pro-

Costs.

A Probable Cause of Suit will ordinarily weigh with the Court to spare Costs, where the Plaintiff's Bill is dismissed on the Hearing: But if there be a Dismission on the Hearing, and there appears no such probable Cause, &c. the Plaintiff pays full Costs, to be Taxed by a Master.

Plaintiff dismissing his own Bill, not Replying.

A Plaintiff on Motion may have Leave to Dismiss his own Bill, before Answer, &c. but by the *Statute for Amendment of the Law*, if the Plaintiff Dismiss his own Bill, or the Defendant Dismiss it for Want of Prosecution, the Plaintiff shall pay full Costs. Where the Plaintiff discontinues his Suit or Prosecution three Terms after that wherein the Defendants have answer'd, the Cause will be Dismiss'd of course upon Motion. If the Plaintiff delays Replying till the third Term, the Court will Order him to Speed his Proceedings, or that his Bill be Dismiss'd: But if the Plaintiff Replies soon after the Answer comes in, a Dismission is not to be Moved for, till four Terms after Replication; and in case there have been no Proceedings afterwards, either by Motions, References, Examination of Witnesses, &c.

Dismission, how moved for.

A Dismission is not to be Moved for by the Defendant upon the Matter of the Plaintiff's Bill, before a Demurrer, Plea, or Answer be put in thereto by the Defendant. Dismissions are generally pray'd and procur'd upon Motion, and had upon Plea or Demurrer to the Bill, or on the Merits of the Cause at the Hearing; and not after Examination of Witnesses before the Hearing.

Vexatious Suits.

Causes may be Dismiss'd for Vexation, by Reason of a double Proceeding; as if the Complainant first brings an Action at Law, and then his Bill in this Court for the same Thing: In this case, he hath Election either to proceed here, (his Proceedings at Law being stay'd by Injunction) or to go on at Law and be Dismiss'd here, with Costs to the Defendant: But he will not be suffered to proceed in both.

Arbitration.

A Cause being ended by Agreement, or Arbitration, without proceeding on the Bill, Order will be given to Dismiss the Bill without Paying of Costs.

Decree, what, and how pronounced, and drawn up.

Now I come to the Decree, which is a final Sentence or Order of Court determining the Right of the Matters in Question, according to Equity; and is pronounced by the Lord Chancellor or Master of the Rolls, of which Notes or Minutes being taken by the Register, it is first drawn up in Form in *English*, and afterwards Signed and Inrolled in *Latin*. Until it is Drawn up, Signed and Inrolled, it has only the Force of an Interlocutory Order, and is not Final, but

but may be alter'd upon a Rehearing, and sometimes upon Motion.

The Minutes of Decrees pronounced in Court are to be read there, that all Persons may take Notice of them and speak to the Rectifying of them, if there be Occasion: And no Petition or Motion is afterwards to be made against any Orders not agreeing with the Minutes, unless the Minutes have been alter'd after their Reading, or the Register without Consent do not pursue them. All Decrees and Dismissions are to be drawn up as short as may be with Convenience, and not to recite the Pleadings at large, only the Sum of them: The Registers are to be careful in Drawing up Decrees; and on presenting them to the Lord Chancellor, acquaint him which are Decrees of Weight, that so they may be Read and Re-examined before his Lordship sign them.

Tho' after Inrollment a Decree cannot be ordinarily altered, but by Bill of Review; yet in case of Miscasting or Miscounting, where Matters demonstratively appear the Decree itself to be mistaken, it may be explained and reconciled by Order. If Matter of Fact be mistaken at the Hearing and in the Decretal Order, that must be rectified by Rehearing, and not otherwise. After a Decree is pronounced, Matters of Account to perfect the Decree may be Examined; but nothing can be Examined against the Foundation of the Decree. When a Decree is to foreclose, the Court will in Cases of Necessity enlarge the Time for the Performance of it, on Payment of the Money, tho' the Decree be Signed and Inrolled.

All Original Parties to the Suit, or those made Parties thereto by Process, &c. or to the Decree, being of full Age, *Compos Mentis*, &c. and such as claim under them, are regularly bound by the Decree: But any that *bona fide* came to be Interested in the Matter in Question by Conveyance from the Defendant before the Bill exhibited, and is not made a Party to the Suit, either by the Bill or the Order, is not bound. And therefore Purchasers that thus come *bona fide* by Conveyance, and are not Parties, are not bound by the Decree. Where one comes *pendente Lite*, and while the Suit is in full Prosecution, tho' without the Allowance or Privity of the Court, there regularly the Decree bindeth him: And if there were any Intermission of the Suit; or the Court made acquainted with the Conveyance, it will give Order upon the Special Matter according to Equity.

*And what
Interests.*

A Decree does not bind or alter the Legal Interest of the Estate, &c. but it binds the Person, who may be ordered by it to Convey and Assure the Interest; and if he refuses to obey the Decree, the Court will Imprison him until he Conform. And it so far affects the Right or Title to Lands, that the Court by Sequestration and Injunction doth dispose of the Possession to such Party, whose Right in Conscience it hath Judged the same to be. Where a Decree concerns Lands, even so low as Leases, 'tis said it must be enter'd in the Register's Docquet-Book within Six Months after pronounced, or it shall not prejudice Purchasers. But he that Purchaseth after a Bill exhibited here against the Vendor, doth it at his own Peril.

*Decrees upon
Suits af-
ter Judg-
ment.*

No Decree can be made against a Man's Answer, upon the Proof of one Witness. And Decrees upon Suits brought after Judgment, are to contain no Words to make void the Judgment, but shall only correct the corrupt Conscience of the Party, and order him to make Restitution, or perform other Acts, according to the Equity of the Case.

*Execution
of Decrees.*

In order to enforce Obedience to a Decree, you are to get it served on the Party, by shewing the Decree itself under the Seal of the Court, and delivering to him a Copy thereof; and if he pays not Obedience thereto, you proceed to take out all the Processes of Contempt, as Attachments, Proclamations, Commission of Rebellion, Writ of Sequestration, &c. And when the Party is taken upon any of the said Processes, he is to be straitly Imprisoned 'till he yields Obedience to the Decree, viz. till he performs that Part of it which is presently to be done, and gives Security for Performance of that Part which is to be done *in futuro*.

*Possession
of Lands.*

If the Decree is for Land, and the Party remains obstinate after his Imprisonment, the Court usually grants an Injunction for the Possession thereof to be yielded up to the other Party; and if this be disobey'd, on Oath made thereof the Court will grant a Commission to some Justices of Peace to put the Party in Possession: And, if need be, a Writ of Assistance may be had, which is directed to the Sheriff, commanding him to be Aiding to the Justices in putting the Party in Possession.

*Sequestra-
tions.*

When the Decree is for Payment of a Sum of Money, it must be served, and the Money demanded; and where the Decree is for Discharge and Payment of Debts and Duties, a Sequestration is sometimes Granted both of the Goods and Profits of the Lands. There are several Writs of Execution of Decrees: And Decrees are Exemplified thus:

The Exemplification of a Decree.

Georgius, &c. Omnibus ad quos presentes Literæ nostræ pervenerint Saltem Insuper Irrotulamentum ejusdem finalis Judicii sive Decreti coram nobis in Curia Cantuariensi nostro nuper facti & redditæ ac in Rotulis dictæ Curie nostræ Irrotulatum ibidemque de Recordo remanentis cuius Tenor sequitur in hæc Verba, &c. (*see out the Decree Verbatim*). Nos autem Tenorem Irrotulamenti finalis Judicii sive Decreti predicti ad requisitum ejusdem predicti &c. duximus Exemplificandum per presentes in cuius Rei Testimonium has Literas nostras fieri fecimus Patentes. Teste &c.

The Exemplification Docquetted.

In Canc' 10 Junij 1723. An Exemplification of the Inrollment of a Decree in this Honourable Court, in a Cause wherein *Ev.* is Plaintiff, and *Gr.* and others are Defendants, Exemplified at the Request of, *Ev.*

Examinat' per nos *J. G.* } In Canc' Mag'ros.
E. L.

The Exemplification Certified.

We the Masters in Chancery, whose Names are hereunto subscribed, have carefully Examined the Exemplification mentioned in the Docquet of the same on the other Side with the Inrollment thereof; And do Certify the same to be a true Exemplification of the said Inrollment.

J. G.
E. L.

Note, Bills, Answers, Replications, Depositions, &c. may be also Exemplified; and such Exemplifications are as effectual to be Pleaded, or produced in Evidence, as the Decrees, Bills, Answers, or Depositions themselves.

Where a Decree is Inrolled, a Party dies, or a Female Plaintiff Marries, or there have been no Proceedings on a Decree for a Year past, the Decree and Proceedings must be Revived by a *Subpoena Scire facias*: But in case of a Decree Inrolled, there may be a Revivor by Bill.

If the Parties that would Revive the Decree, are in Privy of Blood to the first Parties, viz. as Heirs; or in Privy of Contract, as Executors, &c. they may revive it by *Subpoena Scis. fac.* Which is obtained either on Petition or Motion,

Motion; and is to be serv'd two Days at least before the Return; on the Return, whereof, if no Cause be shewn to the contrary, the Decree, on Affidavit of Service of the Subpoena, and Motion to that Purpose, will be Ordered to stand Reviv'd, *Nisi*, &c. But if there be neither Privy in Blood, nor in Contract, the Decree or Cause must be Reviv'd by Original Bill, and not by *Subpoena Sci. Fa.* or Bill of Revivor.

Where Re-
vivior deni-
ed.

An Assignee or Devisee, cannot have a Bill of Revivor, being in Nature of Purchasers only. A Bill of Revivor lies not upon a Decree of long standing; but in such Cases you are to Exhibit an Original Bill, and set forth the Decree as Evidence. Also a Bill of Revivor does not lie to revive a Decree made for Costs only.

Of Bills of Review, &c. in the Chancery.

Bill of Re-
view what.

A Bill of Review is a Petition to reverse a former Decree, upon some Error of Law appearing in the Body of the Decree. This Bill cannot regularly be brought upon any Matters in Fact, or other Matters of Record than the Decree itself; but if there be Oath made of the Discovery of new Matter, which could not possibly be had or used at the Time when the Decree pass'd, a Bill of Review may be Exhibited, by Leave of the Court, and not otherwise.

Brought to
reverse De-
crees.

If a Decree or any Part of it be in its Nature impossible, or if it be repugnant, or one Part contradictory to the other, it is Erroneous, and may be reversed by a Bill of Review. But the Court will not Reverse a Decree for Want of Form; or for Mistaking an Account, which may be help'd by a Master: Nor tho' there be apparent Error in the Decree, if the Party has rested under it 15 or 20 Years, the Court in some Cases will not Reverse it upon a Bill of Review.

But De-
crees to be
first obey'd.

No Bill of Review, or any other new Bill, will be admitted to change or alter a Matter already Decreed; till the Party has obey'd the Decree in all Things, which stand upon the Strength of the Decree only; and wherein the Court can set him in as good State again as he was, in case the former Decree should happen to be reversed. As where the Decree is to yield up Possession of Lands, deliver Writings, or pay Money, he must first perform these Things, before he is admitted to a Bill of Review, except the Court see Cause to dispense with the Manner of the Performance, as where Money is Decreed, the Court will perhaps accept of good Security: But if the Decree requires any Thing to be

be done which would extinguish the Party's Right as Common Law, as conveying Lands, releasing Debt, &c. those Parts of Execution of the Decree will of course be stay'd by Order of Court, until the Bill of Review is determined.

To proceed on a Bill of Review, you are first to get a *Proceed- Copy of the Decree after it is Signed and Inrolled; and then* *ings on Bill* reciting the former Proceedings, as they are recited in *of Review.* the Decree, you are to set forth your Case and the Reasons why the Decree should not be binding. As in the Case of Bills of Revivor, so also in Bills of Review, none but such as are Parties or Privies can ordinarily bring them; unless it be where a Man is grieved by a Decree, or his Interest is affected, &c. No Witnesses which were or might have been Examined on the former Bill, shall be Examined to any Matter on a Bill of Review. By a late Order 20 l. must be Deposited in Court on bringing a Bill of Review, as a Security for Costs and Damages for Delay, if the Matter be found against the Party.

If an Infant be Plaintiff, he is bound by the Decree *Infants.* of this Court, unless there be a saving Clause therein, in which Case he may upon Petition to the Lord Chancellor, within six Months after he comes of Age have the Cause reheard. And tis said, there ought of course to be such saving Clause for an Infant Defendant, upon which he may have the like Remedy; and if there be not such a Clause for him in the Decree, he may have a Bill of Review. If a Decree be made against an Infant, not allowing him Time to shew Cause after he comes of Age, it is Error, and he may bring his Bill of Review.

If the Chancellor errs in a Decree in Matter of Errors in Law, and it appears within the Decree; as if the Chan- *Decrees, in* cellor makes a Decree upon the Law on his own Opinion, *Matters of* against the Opinion of the Judges, this Decree may be *Law and* Review'd for this Error in Law. If the Chancellor com- *in Fact.* mit any Error in his Decree upon a Matter of Fact, the Decree is final, and cannot be Reviewed, because the Parties cannot go to a new Examination of Witnesses now, after Publication: But if he errs in his Conscience, upon a Matter of Fact prov'd before him, there may be a Review, because there needs no new Examination, but it may be reviewed upon the old Depositions, and this is usual.

A Bill of Review is in Nature of a Writ of Error. *A Natur' of* Plaintiff in a Bill of Review, cannot alledge Matter of Bills of *Review.* Fact contrary to what is stated in the Decree to be proved. A Decree pass'd where the Bill was never answered, but the Bill taken *pro Confesso*; a Bill of Review was brought but

but Dismiss'd, and the Lord North said there was no Remedy but in Parliament. Where a Man is wrong'd by a Decree, some of our Books tell us the best Way to have Remedy is to Petition the King, who may refer it to the Judges to give Redress therein: But this hath been contradicted, and that the Matter ought to be determined in the Chancery, or by the Parliament.

Appeals
from De-
crees.

If either Party thinks himself aggrieved by a Decree of this Court, he may Appeal to the Lords in Parliament, and have the Cause reheard there; and they will affirm, alter or reverse the Decree as they see fit.

See more Appeals in Parliament, under *Precedents*.

Of Injunctions and Certioraries, in Chancery.

Injunctions
to Stay
Suits, &c.
how
brought.

In this Court a Bill may be brought praying an Injunction, either to Stay Proceedings at Law, or to Stay Waste, &c. If it be on the former, the Complainant usually suggests some rigorous Proceedings at Law; and that he by the strict Rules of Common Law, or for want of Witnesses, &c. is without Remedy or Defence therein: When it is to Stay Waste, Affidavit must be made that some Waste or Spoil is done, or threatened in the Lands, Houses, &c. wherein the Complainant claims a Right or Interest. And *Subpoena's* or other Process for Appearance may be issued and serv'd on these Bills, before the Bill is filed.

Equity
suggested,
&c.

Where an Injunction is granted to Stay Proceedings at Law, if the Cause be at Issue, or a Declaration delivered, it usually gives leave to go to Trial, &c. but Stays Execution. If it be to Stay Suits in other Courts, 'tis commonly granted on some Matter of Equity suggested in the Bill; as that the Complainant is not able, for certain Reasons therein shewn, to make his Defence in the other Court, tho' he has good Matter to Discharge him here; Or, that he is sued at Law for what in Equity he ought not to pay; that the other Court refuseth him some rightful Advantage, acts erroneously, &c. And in all Cases it is in Nature of a Prohibition.

In what
Cases
granted.

An Injunction is obtained by Order, either upon Matter confessed in the Defendant's Answer, or upon some Matter of Record, or some Deed or Writing or other Evidence shewn in Court, whereby it appears there is a probability that the Party ought to be Discharg'd in Equity: It is also had where a Debt appears to be due; the Creditor and Debtor have been Dead long; the Defendant is in Contempt, or where he cannot be found to be served with a *Subpoena*.

If

If it be granted before Answer, 'tis commonly until Answer and further Order; and after the Answer is come in, *Injunctions dissolved.* if the Council for the Defendant alledge, that the Defendant has Answered and Denied the whole Equity of the Plaintiff's Bill, (his Appearance being Entered, &c.) and produce a Certificate from the Six Clerk of the Answer's being filed 14 Days, the Court will order the Injunction to stand dissolv'd *Nisi Causa* at a short Day; and if at the Day no Cause be shewn, then on Motion and Affidavit of Service of the Order, the Order will be made absolute. But if the Answer put in be reported Insufficient, &c. it will be good against dissolving the Injunction. Upon a Plea or Demurrer's being allow'd, the Injunction that was granted 'till Answer, &c. will be commonly dissolv'd on Motion.

The Court would not continue an Injunction upon a *Continu-* Bill to be relieved against the Penalty of a Bond prosecuted at Law, except the Money sworn by the Answer to be *ance of* due thereupon were brought into Court, or the Complainant gave a Judgment at Law and Release of Errors: *Injunctions* Where the Defendant by his Answer swears a certain Sum of Money due to him, the Court will often not grant, or not continue an Injunction, unless the Plaintiff bring the Money into Court, &c. If there be a Verdict at Law, and the Defendant exhibits his Bill for Relief here, the Money recovered must be Deposited before an Injunction will be granted; unless it be where special Matter of Equity appears by the Answer, or some former Decree, &c.

Where an Injunction is granted upon the Merits of the *Injunctions* Cause, or on some special Cause of Equity, it is commonly to stand 'till Hearing, except the Plaintiff delay his *set aside,* Suit: But a Delay of Proceedings for a considerable Time, *and re-* is good Cause for setting aside an Injunction for Staying Proceedings at Law, &c. Tho' sometimes the Court will receive it tho' Dissolv'd, especially where Equity is evidently with the Complainant, or his Case is hard: For an Injunction may be revived, on Motion and Cause shewn.

An Injunction may be had to yield up, or quiet, or continue the Possession of Lands, Houses, &c. which is subse- *How serv'd* quent to a Decree in the Nature of a Writ of Execution. *Ex.* It is serv'd by being shew'd under Seal, and a Copy thereof delivered; And this Service must be personal on the Party himself, his Council, Attorney, Solicitor, &c. Or, the leaving it with the Attorney or Solicitor's Clerk or Servant is a good Service. It must be Inrolled, or the

Certiorari.

Transcript filed: And where an Injunction is disobeyed, or Process of Contempt will issue as in other Cases. If a *privileged Person* of this Court is sued elsewhere at Law, he may stay the Suit by Injunction; for he is to be sued in the Petty-Bag-Office, and not otherwise. A *Certiorari Bill* is where a special Writ of *Certiorari* is prayed for removing a Cause out of an inferior Court of Equity, upon suggestion that the Cause is both of its Jurisdiction, that the Witnesses live out of the Jurisdiction, or the Defendants do, and are not able by reason of Age and Infirmitie or Distance of Place, to follow the Suit, or that for some Cause, equal Justice is not like to be done in such Court.

This Writ when and how granted.

The Writ is granted by the Lord Chancellor upon Motion, and a Certificate from the Six Clerk that the Bill is filed; it is commonly directed to the Judge of the inferior Court, requiring him to Certify or Transmit to this Court the Tenor of the Bill or Plaint there, with the Proceedings thereon; and upon making out the Writ, a Bond to the Master of the Rolls is to be entered into by the Plaintiff, with Condition that the Bill exhibited, contains sufficient Matter to bear a *Certiorari*, and that the Plaintiff do prove the Suggestion of his Bill in 14 Days after the Return of the Writ, and if the Plaintiff fail to make his Proofs within the Time, a *Procedendo* may be Awarded to the inferior Court to proceed, unless the Plaintiff in the mean while get an Order for further Time upon Affidavit of the Remoteness of his Witnesses or other good Cause.

In what Cases it lies not,

Certiorari lies not upon an English Bill to remove Latin Proceedings out of a Court of Law into this Court, which cannot hold Plea in that Way thereupon: Nor shall the Plaintiff, in an inferior Court of Equity, remove the Proceedings thither by *Certiorari*, tho' the Defendant may.

The Writ *Ne Exeat Regnum*, &c. in Chancery.

This Writ defined.

A Writ *Ne Exeat Regnum*, is a Writ to restrain a Subject from leaving the Kingdom. It was formerly reckoned a Writ of Grace, and used to be granted at the Pleasure of the Court, on Affidavit made that the Party designed to go out of the Kingdom to the other Party's Damage: This now mostly brought where a Suit is commenced in this Court against a Man, and he designing to Defeat the other of his just Demand, or to avoid the Justice and Equity of the Court.

Court, shall not go beyond Sea; or where a Debtor's Duty will be endangered if he go; and the Process of Contempt of Court.

The Party that sues this Writ, commonly marks an *ex* Security Back in what Sum the Bond for yielding Obedience will be given not shall be, which is generally 100*l*. or some other large Sum. When the Party is taken, if the Writ be granted the King's Master of the Rolls, or satisfies the Court by answering where the Answer is not already put in; or by Affidavit or otherwise, that he design not to go out of the Realm, and gives such reasonable Security as the Court directs.

If the Writ be sued for the King, the Party against whom it is issued, may come into this Court, and upon good Cause shewn obtain a Licence by Letters Patents, or which will excuse him, and he shall be discharged.

The Writ *Hominum Replegiando*, is a Writ that lies against Homines one who secretly conveys away, or keeps in his Custody Repleg. another Person against his Consent. It is obtain'd on Affidavit of the Matter, and Petition to the Lord Chancellor, who thereupon issues the Writ with an *Alias*, and *Placit*; Where a directed to the Sheriff, upon which he returns an *Elongatus*, Person kept and thereupon is issued a *Capias in Wiltbernam*, to take the Body of that Person that hath so conveyed away or keeps without in his Custody another.

And when such Person is taken on the *Capias in Wiltbernam*, the Sheriff cannot Bail him; but the Court, if they think fit, may grant a *Habeas Corpus* to the Sheriff to bring him into Court and Bail him, or remand him as they see Cause.

A *Habeas Corpus* is a Writ directed to the Keeper of the Fleet, or some other to bring into this Court the Body of some Person in his Custody; and is obtained on Petition or Motion.

It is generally used to shew Cause why a Prisoner does not Answer a Bill, and in order to a Party's answering and clearing Contempts, so as he may be either Discharged or Fined; or such Order may be made in the Matter as the Court shall find Cause. A Prisoner in a Country Goal, being in Contempt for not performing a Decree of this Court, may be brought up by this Writ, and turned over to the Fleet. A Prisoner in Execution brought up to this Court by *Habeas Corpus* shall be remanded to the Prison from whence he came.

Sometimes where a Person apprehends himself to be wrongfully Imprisoned by any one, he brings this Writ to procure his Enlargement, and this is called a *Habeas Corpus cum causa*.

Of Affidavits, Petitions, Motions, References,
Reports, Orders, &c. in Chancery.

Affidavits, *Affidavits* are used for certifying the Service of the Process for what or Orders of the Court, or other Matters touching the made, to be Proceedings in the Cause; and generally where any true. Motion is made, that is not of course, an Affidavit of the Facts alledged must be read in Court. And every Affidavit of the Service of Process, or of an Order, should not only be true (as all others ought) but also to make it of any Use, it is necessary that it fully prove a good Service.

Filed, &c. All Affidavits before they are read in Court, or made use of to found any Writs, Process, Orders, &c. upon, shall be Filed or Registered in the Affidavit Office, or such Offices to which they belong, and be Attested by a true Copy thereof, under the Hand of the Register or his Deputy, &c.

Not to be No Affidavit shall be taken or admitted, tending to the against the Proof or Disproof of the Title or Matter in Question, or Merits of the Merits of the Cause; nor shall any such Matter touching the Cause. be craftily or colourably inserted in any Affidavit of the Service of Process, &c.

Petitions. A *Petition* is the Request of a Party in Writing to the Lord Chancellor or Master of the Rolls, setting forth some Matter or Cause, whereupon he prays something may be granted or done for him: And most Things which may be Moved for of course, may be also Petitioned for.

To whom Petitions are delivered out of Court to the Chancellor or Master of the Rolls's Secretary, who are to take care to get them answered and signed; and if it be a Matter of course, it is generally granted forthwith; but if it be for any Thing Parties to attend how which requires Examination, or the other Side to be heard, granted, then 'tis Ordered that all Parties attend the next Day of Petitions or General Seal; at which Day the Matter is Debated, and Ordered as the Court sees Cause. And out of Term, and the general Seals too, if the Matter be of Consequence and requires Dispatch, a Petition may be delivered, and the Parties order'd to attend the Lord Chancellor or Master of the Rolls, and have Justice done there; for this Court is always open.

When Ld. Chancellor only to be Petitioned. The Lord Chancellor only is to be Petitioned for Rehearings, touching Pleas, Demurrers, or Exceptions; and concerning Decrees and special Orders of the Chancellor: But

But in most other Cases of Petition, the Master of the Rolls is to be apply'd to.

A *Motion* is a Prayer made *Ore tenus* to the Court, either Motions, by the Party himself or his Council. It may be made for for what a Commission to Answer, &c. For setting down, and *Causes* Hearing the Cause; or for a Rehearing, &c. And may be made. also for any Favour desired of the Court, as to enlarge the Time for Answering, or for Publication, the Payment of Money, &c. Or to hasten any of these Acts and Proceedings.

Sometimes a Motion is of course, viz. where by a stand- *Motions of* ing Rule of the Court, the Thing desired is to be of course, No- course granted without any Hearing; and in these, there *tice of Mo-* needs no Notice of the Motion on the other Side. Other *tions, &c.* Motions which are not founded on such general Rules or Usage of the Court, and which are Granted or Denied as the Court thinks fit on Hearing Council on both Sides, are generally granted only *Nisi* or Conditional, if there be not Notice thereof: And all Motions made on extraordinary Occasions, or in Matters of Weight, are seldom Granted without Notice.

The Notice of Motion must be in Writing, and signed *Serving of* with the Name of the Person that gives it, who is com- *Notice.* monly the Party's Clerk or Solicitor; and it must be delivered to the other Party or his Solicitor, or which is most usual to the Clerk in Court, or be left at his Seat in the Office with his Clerk or Servant. And this Notice is to be given two Days at least before the Day on which the Motion is to be made; of which, and the Service of the Notice, *Affidavit* must be made and filed, &c. before you Move. Every Thing the Party moves for, should be expressed in the Notice.

If a Party gives Notice three times that he will Move a *Costs on* Matter, but does it not, he shall ordinarily pay the other 10s. *Motions,* Costs: But if it be a Matter of Weight, and many Council are *Days of* Feeld, the Court will order Costs to be Taxed by a Master. *Motion,* During the Term every *Thursday* is a Day for Sealing and &c. *Motions only,* except it happens to be the second Day of the Beginning or last save one of the End of the Term. *Tuesdays* and *Saturdays* are also Days for Motions; and so are the first and last Days of the Term. In Vacation, Seal Days are only Days of Motion, and are appointed by the Lord Chancellor: But the Morning after the Term, *Motions* are always made at the Rolls.

Notice of Moving the Court.

The Defendants intend to Move the Court on *Sc.* or as soon after as Council can be heard, That the Plaintiff may Answer the Defendants *Gross Bill*, before the said Defendants have put in their Answer to the Plaintiff's Original Bill, Memorand^{um} the *Sec.* a Copy *G. J. Sol^r pro Def^t* of the above Notice was left with, &c. one of the Clerks of

References,
to whom
made.

A Reference is an Order of Court, whereby Exceptions, Irregularities, Matters of Account, &c. are referred to a Master's Examination and Report to the Court, upon which the Court may make an absolute Order. These References are commonly made to one of the Masters in *Chancery*, sitting in Court, when the Matter referred was moved; but on Motion and Cause shewn they may be made to any other of the said Masters. And sometimes the Master is empowered by the Order of Reference finally to determine the Matters therein mentioned.

References
how made,
and deter-
mined by
Masters.

The Master having the Order of Reference, at the Request of the Party bringing it, issues his Summons appointing Time and Place, usually his Chamber, for the Parties to attend him, (when and where they may come with their Council, Clerk, or Solicitor) which being served on the adverse Party, his Clerk or Solicitor, by showing it and delivering a Copy; if he attends not, the Master will grant a second Summons appointing a further Day: And if he does not then attend, a third Summons goes forth, which is called a peremptory Day; and then not attending the Master will make his Report *ex Parte*, of that Side that attends and desires it.

Reference
to Arbitra-
tors.

The Matter of a Suit here may, by Consent, be referred to Arbitrators, and their Arbitration will be in Nature of a Master's Report, and may accordingly be Excepted to.

Reports.

A Report is a Master's Certificate to the Court how the Matters refer'd to be Examined appear to him, or of something which is his Duty to inform the Court of. And Masters are to make their Reports briefly, with some Opinion upon the Matter Reported and they are not to exceed the Order of Reference.

All

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To be filed.

All Reports and Certificates made and signed by any of the Masters in Chancery, shall be Filed with the Register within Four Days after the Making and Signing, and the Register is to mark on the Back thereof, the Day of its Receipt and Filing. All Proceedings grounded on such Report or Certificate not filed, shall be void and stand discharged, and Costs be paid by the Party offending.

After a Report is confirmed, the Court will not easily alter it upon pretence of an Omission or Mistake therein, for the Parties have sufficient Time to Except to it; and if they will not mind their Business 'tis their own Fault. And much less will the Court alter it if it was confirmed by Consent of Parties.

Orders are sometimes founded on the general and stands ing Rules of Court, and sometimes they are made upon the particular Circumstances of the Case; both of which are commonly obtained on the Petition or Motion of one of the Parties in the Cause, or of some Person interested, or affected by it. Also, they are sometimes made upon Hearings; and sometimes by Consent.

Every Order is to be pronounced in Court, and drawn up by the Register, who sat in Court, and took Notes thereof; of which Notes the Solicitor in the Cause may take a Copy to see that the same is Drawn up right: And if there be any doubt of the Meaning of the Minutes, the Register gives the Clerk or Solicitor, who desires the Order to be drawn up, a Summons for the Clerk or Solicitor on the other Side, appointing a Time for both Sides to attend him to settle it. And if by this Means it cannot be settled, the Court must be applied to.

This Method is usually observ'd in Cases that are Special; but if the Order be of Course, the Solicitor generally thinks it sufficient to draw up the Minutes of his own Head, as such Matter is commonly Ordered, and give them to the Register's Clerk to draw up the Order by. And an Order drawn up by the Register, must be given to his Entering Clerk to be Entered; and then the Register will pass and sign it, whereupon you may serve the other Side therewith. These Orders are to be Entered within 3 Days from the pronouncing them: And the other Side hath 4 Days to object against them before they are passed; in order to which, a Copy of them as drawn up is to be delivered, and afterwards in that Time return'd with the Objections made.

If either Party will make any Use, or have any Benefit by an Order, it must be first drawn up and perfected before us'd.

Services

before it shall be shew'd. And the usual Way of serving an Order, is to shew it to the Clerk or Solicitor on the other Side, and give him a Copy of it; or to leave a Copy of it with some Person attending in the Clerk's Seat in the Office, and shew him the Order. But an Order for Payment of Costs or other Money, is to be personally serv'd: And 'till the Order under Seal be serv'd on the Party himself, he is not ordinarily to be committed for Contempt and Disobedience to it.

Affidavit of Services of an Order.

A B. maketh Oath, That on, &c. last past he this Deponent did serve Mr. C D. who is concern'd for the Defendant in this Cause, with the Order hereto annexed, by shewing the same and delivering a true Copy thereof to him the said C D. or unto, &c. Servant of the said C D. at his said Master's Seat at the Six Clerk's Office.

A B.

Vide more on these Heads, ante Rules and Orders in Chancery.

*Of Enter pleader, and Supplemental Bills.**Enter-pleader, what.*

Where two or more Persons claim the same Thing, by different Interests, and pray the Judgment of the Court to which of them it belongs, this is called an Enter-pleader.

Bill of Enter-pleader.

And a Bill of Enter-pleader, is a Bill brought by a third Person who not knowing to whom he ought of Right to render a Debt or Duty, fears he may be Prosecuted by one of the Claimants: And therefore prays, that they may Enter-plead, so that the Court may determine to whom the Thing belongs, and the Party complaining be rendered safe on the Payment.

By what Persons brought, &c.

There must be no Collusion in the bringing of these Bills, of which Affidavit is to be made; and the Money is to be brought into Court. And sometimes a Bill of Enter-pleader is, where one who is not a Party in the first Suit, supposes he hath a separate Interest in the Matter in Question, and commences his Suit against the first Defendant praying to be relieved according to his Right: Whereupon the first Plaintiff makes the second a Defendant, in Order to Enter-plead and Contest the Matter: Or if the first Plaintiff doth not make him a Defendant, the Defendant may exhibit his Bill against both Plaintiff's, and

and pray they may Enter-plead, and try to which of them the Thing in Demand belongs.

Any Alteration of a Bill in *Chancery*, before the Cause Supplemental Bill, is at Issue, is done by way of Amendment. But where new Matter happens, pending the Suit, and after Replication, where new or that the Cause is at Issue, which Matter is necessary to Matter, be set forth to the Court; this cannot be done by way &c. of Amendment, but on Affidavit made of such new Matters arising, the Court will give leave to file a *Supplemental Bill*.

So that there is this Difference in Bills, that is an amended Bill before the Cause is at Issue; and where any Alteration is made after, it is a Supplemental Bill; and must be by a distinct Bill reciting the former. Amended Bill.

Of Proceedings in the Petty-Bag Office:

Hitherto I have been upon Proceedings in Matters of Latin Pro- Equity in this Court by English Bill; I now come to such ceedings. Proceedings as are Entred in Latin, and filed in the Petty-Bag Office, which are according to the Rules of the Common Law.

The general Use of these Proceedings, are in Cases of In Cases of the Clerks and Officers, and Attendants of the Court; for Clerks and such Persons claim a Privilege of being sued only in this Officers, Court. And this kind of Privilege belongs to all the &c.— Masters, Ministers, Officers and known Clerks of the Court, who are and to their necessary menial Servants; who may, as the Privileged Case requires, be impleaded here, either as at the Common Law in the Petty-Bag Office, or in a way of Equity by Bill. If any entitled to this Privilege be Arrested by the Process of any other Court, he may have a Writ of Privilege containing an absolute *Superfedeas*, &c. Also, if Suitors and Witnesses attending this Court be Arrested, they may have a temporary *Superfedeas* of Privilege for their Enlargement.

To sue a Privileged Person in the Petty-Bag Office, you How to proceed thus: First, You are to deliver your Declaration proceed to to one of the Six Clerks, whom the Plaintiff makes his sue a pri- Attorney in the Cause, who thereupon giveth a Day, which vileged Per- is a Week's Time and the whole next Return, to the De- son, to fendant to Answer; which Day is entered in the Six Clerk's Judgment, Costs-Book, and the Petty-Bag Office: The Day being thus &c. given, the Declaration under the said Attorney's Hand is sent over to the Petty-Bag by one of the Attorney's Clerks in the Six Clerks Office, and enter'd in the Petty-Bag Office on

on a Roll there; and if at the Day given, the Defendant Plead not, he is forejudged the Court. But the Courts of late have been to allow the Defendant a Day of Impar-
lance, till the next Return after the Return already given him to Answer; which Imparlance is made by one of the Six Clerks, and entered in his Costs-Book, and also on the Roll in the Petty-Bag Office; next under the Declaration. The Imparlance Day being over, a Peremptory Day is given by the Plaintiff's Attorney, and Entered in the Petty-Bag for the Defendant to Plead, or Judgment to be Entered against him: If the Defendant Pleads, his Plea is delivered by his Attorney to the Plaintiff's Attorney; and then if the Plaintiff will proceed to Trial, he is to join and make up the Issue, or else the Plaintiff is to Reply, and give the Defendant a Day, *viz.* a whole Term to join in Issue, which is given as the Day of Answer; and if the Defendant does not join Issue by that Time, Judgment is Enter'd by *Nihil dicit*. If the Issue be joined, and the Record made up either by the Plaintiff or Defendant, it is sent into the King's-Bench or Common Pleas, to be Tried as Action at Issue in those Courts; and after Trial and Verdict had, the Record shall be remanded into this Court, and Judgment be given here.

Writs of Execution in the Petty-Bag.

Upon Judgment, by Default or *Nil dicit*, some of these Writs of Execution are here Awarded, *viz.* If the Action be for Debt, the Plaintiff may have an *Elegit*, or a *Levavit Faci*; and if the Plaintiff cannot Levy his Debt and Damages, then he shall have a *Cap. ad Satisfac.* either for all, or so much as remains unsatisfied. If Judgment be given for a Privileged Person, he may take out Execution as above; or he may take out a *Sci. Fac.* against the Defendant and his Bail; whereupon if Judgment be upon the *Sci. Fac.* in the Chancery, then is Execution there awarded; but if it be upon an Issue joined and sent into the King's Bench, &c. and on a Trial there, Execution is awarded there; and upon Satisfaction of the Debt and Damages, the Bail is to be Discharged, on acknowledging Satisfaction upon the Judgment in the Petty-Bag Office.

The Defendant how to proceed.

If a Privileged Person be Plaintiff in any Cause, the Defendant being Arrested by an Attachment of Privilege, must retain one of the Six Clerks for his Attorney, and put in Bail according to the Course of the Court, (and four sufficient Sureties have been in these Cases required, tho' the Debt have been never so small;) and this Bail is to Appear in Court from Day to Day, until the Cause be Determined, and to satisfy the Plaintiff all such Sums as he shall recover

ver against the Defendant by Reason of his Suit: Bail being thus put in, the Plaintiff puts in his Declaration *et supra*, and thereupon the Proceedings are the same as those before directed.

If either the Plaintiff or Defendant, upon a Declaration *Demurrer* of Privilege, or *Sci. Fac.* Demur in Chancery, the Demurrer being joind, a Day is set down by the Lord Chancellor for Arguing it before him: And if on Arguing the same, it happens to be a *Respondens Ouster*, then Judgment is Enter'd thereupon; And if it be against the Defendant, Execution is Awarded, if against the Plaintiff then it is Entered *Nil Capias per Billam*.

As to Privileged Persons, If a Register, Master in Chancery, or such Officer whose Attendance the Court cannot be without, be in Prison upon Meine Process, the Lord Chancellor may Enlarge him; but it is otherwise if he be in on Execution for Debt or Damages.

Recognizances, &c. Sued in Chancery.

If a Man has taken Security for a Debt by Way of *Proceed-* cognizance in this Court, which is acknowledged before a *ings in Su-* Master in Chancery, and Inrolled in the Inrollment Office, *ing Recog-* and the Money is not paid at the Time agreed; you are *nizances.* first to bring a Copy of the Recognizance to one of the Clerks of the Petty-Bag, and thereupon he will make you out two Writs of *Sci. Fac.* one of a Return past, and the other of a Return to come; these Writs you must deliver to the Sheriff of *Middlesex*, who will Return them, and then you carry them again to the Petty-Bag, and retain one of the Clerks there to be your Attorney in the Cause: Then you must give the Defendant a Day to Appear, which if he do not, Judgment will be Awarded against him for his Default; but if the Defendant do Appear by the Day given, the Plaintiff is to Declare against him, and the Defendant is to Answer and Plead as is usual in the Common Law Courts: And when you are at Issue, you are at the furthest of your Proceedings in Chancery; for then if you go on to Trial, you must have the whole Proceeding in this Office written on Parchment; and it is either to be sent by the Officer of the Petty-Bag sealed up, to be Tried in the *King's Bench* or *Common Pleas*, or it may be delivered over unsealed by the Lord Chancellor, *per manus Cancellarii*; there being be no Trial by a Jury in this Court.

To proceed on a *Statute Staple*, you are to go to the On Sta- Clerk of the Staple, and shew him the Date of your Sta- *tutes Sta-* tute, *ple.*

pute, when it was acknowledged; and the Clerk of the Staple will make your Certificate thereupon, and Seal it up: Your Certificate you must deliver to the Clerk of the Crown, to make out the Exigent and have your Obligation made, and Extent indorsed on the Backside: this Indorsement of the Extent (called the *Finis of it*) must be delivered to the Sheriff, who will Impannel a Jury to inquire, and Extent the Lands, Goods, and Chattels, and Apprehend the Body of the Party bound: And when the Sheriff hath extorted Lands and Goods sufficient to satisfy the Debt, he will keep them until you bring him a *Collateral*, which on delivering up your Statute the Clerk of the Petty-bag Office will make out for you: And so ends this Prosecution.

Thus I have gone through the *Methods of Practice* in all Cases in Chancery: I shall next proceed to some curious *Precedents* of Bills, Answers, Replications, &c. which are too long to be inserted under the several Heads with the Directions, without in some Measure interrupting the plain and easy Method observ'd throughout this Treatise.

PRECEDENTS of Bills, Answers, Replications, Pleas, Demurrers, &c. in Chancery.

A Bill in Chancery to Oblige the Execution of Articles for Sale of an Estate, to pay Debts.

To the Right Honourable *Thomas* Earl of *Mansfield*, Lord Chancellor of Great Britain.

Bills.

Humbly Complaining, Sheweth unto your Lordship your daily Orator *A. B.* of *Essex* Gent. That whereas *C. D.* of *Essex* Widow, Relict and late Wife of *T. D.* late of *Essex* deceased, *E. F.* of *Essex* and, &c. being or pretending to be Seised in Fee Simple of and in the Messuage and Lands herein after-mentioned, by Virtue of the last Will and Testament of the said *T. D.* And that they had full Power to sell and dispose of the same, offer'd the same to Sale to your Orator; whereupon your Orator, after several Meetings and Treaties thereabout, contracted and agreed for the Purchase thereof for the Sum of *£* *1000*. And accordingly Articles of Agreement were Drawn and Executed, bearing Date, &c. whereby the said *C. D.* *E. F.* &c. in Consideration of the Sum of *£* *1000*. to be paid by your Orator in Manner therein aftermentioned, and hereinafter set forth, Did Covenant and Agree with your Orator, That they would at your Orator's Costs and Charges, forthwith well and sufficient-

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ly Convey and Assure to your Orator and his Heirs, or to whom he or they should appoint, and by such Ways and Means as your Orator's Council should Advise, a good and Inalienable Estate of Inheritance in Fee Simple of and in All that Messuage, &c. And also all Ways, &c. And your Orator did therein Covenant and Agree with the said C. D. &c. That your Orator would immediately after the perfecting the said Conveyances, Pay so much of the said, &c. Purchase-Money to G. H. and T. K. &c. as should be sufficient to Discharge a Mortgage they had thereupon made to them by the said T. D. And the Surplus of the said Purchase-Money was thereby agreed to be paid to the said C. D. E. F. &c. or as they should appoint, Which Articles were mutually Sealed and Executed as, well by your Orator as by the said C. D. E. F. &c. And your Orator further Sheweth, That in Expectation that the said C. D. &c. would have made good and performed the said Articles, and produced the Writings relating to their Title in and to the Premises to your Orator's Council, provided his said Purchase-Money, But upon further Enquiry into their Title he is informed, That the said T. D. in and by his said Will Devised the same to them and their Heirs only in Trust, and to the Intent that the said C. D. E. F. &c. should sell and dispose of the Fee Simple and Inheritance of all or such Parts of the said Premises as should be sufficient to Pay and Satisfy all his Debts, Legacies and Funeral Expences, as his Personal Estate should fall short to Satisfy and Discharge, And that if any Part of his Estate should remain unsold, after all his Debts, Legacies, and Funeral Expences should be paid, the same should remain to, &c. And thereof constituted and appointed the said C. D. E. F. &c. Executors, And your Orator further Sheweth unto your Lordship, That the said C. D. and E. D. &c. her Daughters, have entered into a Combination and Confederacy with the said G. H. &c. how to disappoint and defear your Orator of his said Purchase, And to that End pretend and give out in Speeches, That the Personal Estate of the said T. D. is more than sufficient to pay all the said T. D.'s Debts, Legacies, and Funeral Expences, whereby They are wholly entitled to all the said Premises, And to the Intent they may be let into the Possession of the said Premises, have procured the said G. H. to Assign their Mortgage to them, or some Persons in Trust for them, for a small Sum of Money, on Pretence that the said T. D. borrowed but a small Sum of Money thereupon, which he had repaid in his Life-time, all but the Interest thereof, And to colour such Pretence,

the said C D. and E F. &c. her Daughters, give out, that the said E F. &c. have join'd in such Assignment; And they the said E F. the Daughters, do now sometimes give out, That the said T D. made no Will, but died Intestate, And that by his Death the same descended to them the said E F. as his Coheirs, And at other Times, That the said T D. was not of sound Memory when such Will is pretended to have been made, And they the said G H. &c. pretend, That they are real Purchasers of the said Premises from the said T D. in his Life-time for a valuable Consideration; And utterly refuse to discover their Mortgage or what is due thereupon, or to produce the Writings relating to the Title of the said Premises, And the said E F. &c. refuse to Execute any Conveyance to your Orator, alleging that it is not safe for them so to do, unless the said C D. and E F. her Daughters, join therein, or they have the Decree of this Court for their Indemnity, All which Doings of the said Confederates are contrary to all Right, Equity and good Conscience, and tend to your Orator's Wrong and Injury, In tender Consideration whereof, And forasmuch as your Orator cannot discover any of the Frauds or Contrivances aforesaid, Or what Personal Estate the said T D. died possessed of, Or what Debts he owed at the Time of his Death, Or compel a due Execution of the said Contract and Articles aforesaid but in this Honourable Court, To the End therefore that the said Confederates may true and perfect Answer make to all singular the Premises herein before set forth, as fully as if the same were herein again repeated and particularly Interrogated, And more especially, that they the said C D. and E F. her Daughters, E F. &c. may upon their Corporal Oaths set forth, Whether the said T D. did not make such Will as aforesaid, Or to that or the like or what other Effect, And may set forth the full Substance and Contents of such Will, And Whether he were not *Compos Mentis* at the Time of making such Will? And may also set forth an exact Inventory of the Personal Estate of the said T D. that have come to their Hands, Possession or Knowledge, And may give an exact Account of the said Personal Estate and how the same hath been employ'd, And what Debts the said T D. owed at the Time of his Death, and how many and which of them are paid and what remains yet unpaid, And whether they the said C D. E F. &c. did not make such Contract, and enter into such Articles as aforesaid with your said Orator, for the Purchase of the said Premises as are herein before set forth? And may shew Cause, if they can, why they should not

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perform the same, And that the said G. H. &c. may set forth the Dates and Contents of their Mortgage, and how much Money they lent the said T. D. thereupon, and how much thereof hath been since paid, and what doth yet remain unpaid, Or what other Title they Claim in or to the said Premises contracted for as aforesaid, And may be Compelled on Payment of what remains yet unpaid to Assign their said Mortgage to your Orator, or to whom he shall appoint, free from all Incumbrances done by them or either of them, And that the said C. D. and &c. may be Decreed to Execute Conveyances to your Orator pursuant to the said Contract and Articles, And that your Orator may be Relieved in the Premises according to Equity and Good Conscience,

May it please your Lordship, the Premises considered, to Grant to your Orator His Majesty's Writ or Writs of Subpoena to be directed to the said C. D. and &c. the Daughter, E. F. &c. and G. H. &c. and other their Confederates, when discovered, thereby Commanding them and every of them, at a certain Day and under a certain Pain therein Limited, Personally to be and Appear before your Lordship in this Honourable Court, then and there to Answer all and singular the Premises, And to stand to, perform, and abide such Order, Direction and Decree, therein as to your Lordship shall seem meet.

And your Orator shall ever Pray, &c.

A Bill in Chancery for discovering Writings whereby Lands are held, &c.

Humbly Complain A. B. of, &c. Sheweth unto your Lordship, That whereas about four Years last past, one C. D. of &c. upon a Judgment in a Plea of Debt, amounting to the Sum of &c. or thereabouts, by him obtained in his Majesty's Court of Common Pleas against E. F. of &c. sued forth his Majesty's Writ of *Fieri facias*, directed to the Sheriff of the said County for the Levying of the said Debt on the Goods and Chatties of the said E. F. By Virtue of which Writ, the said Sheriff did amongst other Things take into his Hands One Lease for divers Years yet to come, made to the said E. F. by &c. of One Messuage called or known, &c. with all and singular its Appurtenances, lying and being in, &c. together with all and singular Ways, &c. And afterwards, that is to say on, &c. he the said Sheriff by his Deed bearing Date, &c. under his Hand and Seal in consideration of the Sum of, &c. to him paid towards the Satisfaction of the

Debt and Judgment aforesaid, Did Bargain, Sell, Assign and let over the said Lease or Term of Years yet to come, of and in all and singular the said Premises unto G. H. of, &c. Which said G. H. not long after, viz. on, &c. Did in Consideration of, &c. by your Orator to him in hand paid, Bargain, Sell, Assign, Transfer, and Set over unto your Orator all and singular the said Premises above-mentioned and every Part thereof, Upon which Bargain, Sale, and Assignment of the said Premises so made as aforesaid, Your Orator well hoped to have peaceably and quietly entered into the said Premises, And to have Held, Occupied and Enjoyed the same accordingly, But now so it is, may it please your Lordship, That one T. L. of, &c. pretending to have a Lease for divers Years yet to come of Part of the said Premises made unto him by the said E. F. long before any such Sale or Assignment made thereof to your Orator as aforesaid, Hath kept and doth still keep your Orator out of the Possession of the said Premises, Upon which Lease he the said T. L. pretends a certain yearly Rent is reserved to the said E. F. his Executors or Assigns, Which Rent (if any be) your Orator hath heard is, &c. and which your Orator by reason of the lawful Conveyance to him made as aforesaid, ought in Equity and good Conscience to have and enjoy during such Term as the said T. L. shall hold and enjoy the Premises aforesaid, by reason of the said Lease which he so pretendeth to have, But forasmuch as your Orator doth not certainly know whether the said T. L. hath any such Lease, or if he hath any such Lease, what Date the same beareth, nor what Term the said T. L. hath therein unexpired, Nor what Rent is thereby reserved, or what Covenants are therein contained, And also, for that your Orator cannot by the strict Rules of Law enter into the Premises, nor commence any Action against the said T. L. either for the Recovery of the said Land or the Rent aforesaid, And for that the said T. L. doth not only Use and Occupy the said Premises to his own Profit and Advantage, without yielding or paying any Rent therefore to your Orator or to any other Person lawfully claiming the same, But doth also utterly refuse to shew this said Lease, whereby he pretendeth to claim the Premises aforesaid, either to your Orator or to any other Person, And for that the said T. L. in Conspiracy with, &c. giveth out, &c. All which Actions and Doings of the said T. L. &c. are contrary to all Right, Equity, and Good Conscience, And tend to the manifest Wrong, Injury, and Oppression of your Orator, In tender Consideration whereof, And

And forasmuch as your Orator is remediless, &c. And for that your Orator hath no ordinary Way by the ordinary Course of the Common Law to enforce the said T. L. to produce or shew to your Orator such Writings as he hath for the Holding and Occupying the Premises aforesaid, but is altogether destitute of the Means to have a Sight of the same but by the Assistance of this Honourable Court. To the End therefore, That the said T. L. may be obliged upon his Oath to discover what Right he hath to the Premises or any Part thereof, And what Rent or Rents he hath paid for the same, and to whom, And that he may also set forth in his Answer upon Oath, a true Copy of such Lease or other Writings, whereby he claimeth the Premises aforesaid or any Part thereof, And that the said T. may truly and directly answer all the Matters and Things herein before contained, as fully and perfectly as if the same had been here again repeated and interrogated, and may particularly set forth upon Oath, whether, &c.

May it please your Lordship to grant, &c. Prayers prayed against T. L. bill of exceptions of Allegiance to the said T. L. in this Cause.

A Bill in Chancery exhibited by Prochein Amy against Trustees, to Account.

Humbly Complainin, Sheweth, &c. Your Orator A. B. an Infant under the Age of 21 Years, that it is to say of the Age of 18 Years and upwards, by C. D. of, &c. his next Friend and Guardian, That whereas T. B. your Orator's Father deceased, was in his Life-time, seized in his Demesne as of Fee of, and in divers Lands, Tenements and Hereditaments situate, &c. of the Value of, &c. per Annum, And being so seized, Leased the same or a great Part thereof unto E. F. & G. & H. &c. deceased for a long Term of Years, In Trust for Raising 300 l. apiece for E. and F. his younger Children, payable unto them at their respective Ages of 21 Years or Marriage, And Interest in the mean Time for their Maintenance until their Portions should become due, That soon after the said T. B. departed this Life, and left L. B. your Orator's eldest Brother his Son and Heir, who also departed this Life about four Years since, leaving your Orator his near Brother Heir as well to him as the said T. his Father, But after the Death of the said T. during the Life of the said L. and some Time since his Death, the said E. F. did Act in the said Trust, and afterwards Assigned his Interest in the said Lands and Premises unto one J. K. In Trust as aforesaid, And your Orator further

sheweth to your Lordship, That the said *E. B.* in his Life time, and before the making of the said Lease, did upon good Consideration Seal, and at his Act and Deed, deliver a certain Deed either Rolt or Indented, whereby he Settled all the said Lands, Tenements, and Hereditaments upon some Person or Persons therein named, To the Use tosa your Orator and his Heirs in general or special Tail, or to some other Use or Uses whereby your Orator is intitled thereunto, had your Orator the said Deeds to produce, then same being in the Hands and Custody of the said *J. K.* within the Hands or Custody of some other Person or Persons by his Delivery, Knowledge, or Privy: But now so it is, may it please your Lordship, That the said *J. K.* and *G. H.* under colour of the Trust by the said Indenture of Lease and Assignment thereof created, Or by some other Ways or Means, either as Trustees or pretended Guardians to your Orator in the Month of, &c. which was in the Year, &c. Entered upon all the said Lands, Tenements, and Hereditaments, And then procured an Order out of this Honourable Court to stop all the Rents of the said Premises, which should be due at, &c. then next following in the Tenant's Hand, Which Rents and all accruing Rents thereof they the said *J. K.* and *G. H.* or one of them have, had, taken and received being for, &c. Years, and converted to their or one of their own Use or Uses. And your Orator having desired from the said *J. K.* a fair and just Account of what he had received out of the said Lands and Premises he hath refused to give your Orator any Copy of his Accounts, but put your Orator to a great Charge in procuring the same from a Master in Chancery before whom only he pretends he is to Account, Besides, he pretends he hath taken Journeys three or four Times a Year from his House in London to the Lands in, &c. on Purpose to receive the said Rents, and keeps Horses at your Orator's Charge for the same Purpose, So that his Expences, Riding Charges, and Pains amount to half the Rents if not more, altho' the Defendant *G. H.* who is the other Trustee, hath his Residence within ten Miles of the Place where the Lands lie, &c. By which Means, your Orator and his Estate are brought in Debt, to your Orator's manifest Ruin. He the said *J. K.* for the most part receiving the whole Rents, and being very Poor and Insolvent spends them for his own Use, And Confederates with, &c. and other Persons unknown to your Orator, who when discovered, your Orator prays may be made Parties to the Bill with apt Words to charge them, to conceal the said Deeds of Settlement so made by your Orator's Father which

which intrules your Orator to the Fee of the Premises
 aforesaid, And refuse to deliver the same to your Orator
 on to his Use, All which Askings and Doings of the said
 F. K. and G. H. but especially of F. K. are contrary to all
 Equity and Good Conscience, *In Tender Consideration whereof,*
 And forasmuch as your Orator cannot discover the Truth
 of the Premises, but by the Oath of the said Confederates,
 Neither can for forth the Contents of the Deeds of Settle-
 ment or discover where the same are, nor make such Proof
 of what Monies they or either of them have received out
 of your Orator's Estate, your Orator's Witnesses to prove
 it being, &c. *To the End,* therefore, That the said F. K.
 and G. H. may upon their Oaths, &c. and may Deliver up
 to your Orator, as well the said Deeds of Settlement, as
 all other Writings which concern your Orator's Estate,
 And come to a fair and just Account for all their Receipts
 and Disbursements concerning the Premises and make
 Proof thereof, And that your Orator's Estate may not be
 hereafter Spent and Wasted in Journeys, nor come to the
 Hands of Insolvent Persons, And that the said F. and G.
 but especially F. shall give such Security as this Honourable
 Court shall direct for their just Performance of their Trusts,
 or immediately Assign over their Interest to two such others
 as your Orator shall nominate, And that in the mean Time
 the accruing Rents may remain in the Tenants Hands, or
 be otherwise paid as your Lordship shall think meet, &c.
May it please your Lordship to Grant, &c.

A Bill of Revivor in Chancery.

Humbly Complaining, Sheweth, &c. Your Orator A. B. of
 &c. That whereas your Orator on or about, &c. did exhibit
 his Bill of Complaint into this High and Honourable Court,
 against C. D. of &c. Thereby setting forth, That the said
 C. D. &c. (reciting the Original Bill,) And that your said
 Orator might be Relieved in the Premises, He prayed the
 Aid and Assistance of this Honourable Court, And that for
 that Purpose process of Subpoena might be Awarded against
 the said C. D. to appear in this Court and answer the said
 Bill, Which Process being granted, and the Defendant
 therewith served, He appear'd accordingly and answer'd the
 said Bill, To which Answer your Orator Reply'd, And the
 Defendant Rejoined, And both Parties join'd in suing out a
 Commission, and a joint Commission issued for the Exami-
 nation of Witnesses, by Virtue whereof divers Witnesses
 were Examined on both Sides, and their Depositions duly
 taken,

sheweth to your Lordship, That the said G. B. in his Life-
 time, and before the making of the said Lease, did upon a
 good Consideration Seal, and at his Act and Deed, deliver
 a certain Deed either Roll or Indented, whereby he Settled
 all the said Lands, Tenements, and Hereditaments upon
 some Person or Persons therein named, To the Use tosa
 your Orator and his Heirs in general or special Tail, or to
 to some other Use or Uses whereby your Orator is intitled
 thereunto, had your Orator the said Deeds to produce, then
 same being in the Hands and Custody of the said J. K. or into
 the Hands or Custody of some other Person or Persons by his
 Delivery, Knowledge, or Privity: But now so it is, may it
 please your Lordship, That the said J. K. and G. H. under con-
 lour of the Trust by the said Indenture of Lease and Assign-
 ment thereof created, Or by some other Ways or Means, eie-
 ther as Trustees or pretended Guardians to your Orator in the
 Month of, &c. which was in the Year, &c. Entered upon all
 the said Lands, Tenements, and Hereditaments, And then pro-
 cured an Order out of this Honourable Court to stop all the
 Rents of the said Premises, which should be due at, &c. then
 next following in the Tenant's Hand, Which Rents and all
 accruing Rents thereof they the said J. K. and G. H. or one
 of them have, had, taken and received being for, &c. Years
 and converted to their or one of their own Use or Uses,
 And your Orator having desired from the said J. K. a said
 and just Account of what he had received out of the said
 Lands and Premises he hath refused to give your Orator
 any Copy of his Accounts, but put your Orator to a great
 Charge in procuring the same from a Master in Chancery
 before whom only he pretends he is to Account, Besides, he
 pretends he hath taken Journeys three or four Times a Year
 from his House in London to the Lands in, &c. on Purpose
 to receive the said Rents, and keeps Horses at your Orator's
 Charge for the same Purpose, So that his Expences, Rid-
 ing Charges, and Pains amount to half the Rents if not
 more, altho' the Defendant G. H. who is the other Trustee,
 hath his Residence within ten Miles of the Place where the
 lands lie, &c. By which Means, your Orator and his
 Estate are brought in Debt, to your Orator's manifest
 Ruin, He the said J. K. for the most part receiving the
 whole Rents, and being very Poor and Insolvent spends
 them for his own Use, And Confederates with, &c. and
 other Persons unknown to your Orator, who when dis-
 covered, your Orator prays may be made Parties to the
 Bill with apt Words to charge them, to controvert the said
 Deeds of Settlement so made by your Orator's Father
 which

which intrudes your Orator to the Fee of the Premises as aforesaid, And refuse to deliver the same to your Orator on to his Use, All which Actings and Doings of the said J. K. and G. H. but especially of J. K. are contrary to all Equity and Good Conscience, In tender Consideration whereof, And inasmuch as your Orator cannot discover the Truth of the Premises, but by the Oath of the said Confederates, Neither can set forth the Contents of the Deeds of Settlement or discover where the same are, nor make such Proof of what Monies they or either of them have received out of your Orator's Estate, your Orator's Witnesses to prove it being, &c. To the End, therefore, That the said J. K. and G. H. may upon their Oaths, &c. and may Deliver up to your Orator, as well the said Deeds of Settlement, as all other Writings which concern your Orator's Estate, And come to a fair and just Account for all their Receipts and Disbursements concerning the Premises and make Proof thereof, And that your Orator's Estate may not be hereafter Spent and Wasted in Journeys, nor come to the Hands of Insolvent Persons, And that the said J. and G. but especially J. shall give such Security as this Honourable Court shall direct for their just Performance of their Trusts, or immediately Assign over their Interest to two such others as your Orator shall nominate, And that in the mean Time the accruing Rents may remain in the Tenants Hands, or be otherwise paid as your Lordship shall think meet, &c.

Thus it please your Lordship to Grant, &c.

A Bill of Revivor in Chancery.

Humbly Complaining, Sheweth, &c. Your Orator A. B. of &c. That whereas your Orator on or about, &c. did exhibit his Bill of Complaint into this High and Honourable Court, against C. D. of &c. Thereby setting forth, That the said C. D. &c. (reciting the Original Bill,) And that your said Orator might be Relieved in the Premises, He prayed the Aid and Assistance of this Honourable Court, And that for that Purpose process of Subpoena might be Awarded against the said C. D. to appear in this Court and answer the said Bill, Which Process being granted, and the Defendant therewith served, He appear'd accordingly and answer'd the said Bill, To which Answer your Orator Reply'd, And the Defendant Rejoined, And both Parties join'd in suing out a Commission, and a joint Commission issued for the Examination of Witnesses, by Virtue whereof divers Witnesses were Examined on both Sides, and their Depositions duly taken,

taken, return'd and published according to the usual Rules and Practice of the Court, As by the said Bill, Answer, Replication, &c. now remaining in this Court may appear, And the Cause so standing in this Court upon the said Proceedings as aforesaid, the Day of &c. now last past, was by the Order of this Honourable Court, appointed for the Hearing thereof: But now so it is, May it please your Lordship, That before any further Proceedings were had in the Cause, the said C. D. Defendant in the said Cause died, whereby the said Suit and Proceedings thereupon, became abated, And the said C. D. having in his Life Time made his Will and one G. D. of &c. Executor thereof, who since the said C. D.'s Death, hath proved the said Will and taken upon himself the Burthen of the Execution thereof, And possess himself of the said C. D.'s personal Estate sufficient to satisfy your Orator's Demands, &c. And forasmuch as by the Death of the said C. D. the said Suit is become abated as aforesaid, And to the End, the same Suit and all Orders and Proceedings therein may stand and be Revived against the said G. D. and be put into the same State and Condition as the same were in at the Time they so become abated, May it please your Lordship, the Premises considered to grant unto your Orator his Majesty's most Gracious Writ of *Subpoena ad Respondendum*, issuing out of this Honourable Court, to be directed to the said G. D. therein and thereby requiring him personally to be and appear before your Lordship in this Honourable Court, then and there to shew Cause if he can why the said Suit, Orders and Proceedings so abated as aforesaid, should not stand and be Revived and put into the same Condition as the same were in at the Time of the Abatement thereof, And Answer all and singular the Premises aforesaid, And also Stand to and Abide such further Order and Decree therein as to your Lordship shall seem meet, &c.

And your Orator shall every Pray, &c.
A Bill for an Injunction in Chancery.

Humbly Complaining, Sheweth &c. Your Orator A. B. of &c. That whereas, &c. (Here set forth the chief Matter of the Bill,) And for that by the like Confederacy as aforesaid, the said C. D. did in *Michaelmas Term* last past, bring an Action of Debt for, &c. against your Orator in his Majesty's Court of *Common Pleas*, And hath since taken out a Writ of *Capias Actiam* and Arrested your Orator, and held him to special Bail thereupon, which Writ is returnable on

on &c. next. And the said C. still prosecuting the said
 Action against your Orator for Recovery of what she hath
 justly paid to your Orator, in Part of your Orator's Debt as
 aforesaid, tho' the Matter or Cause for which the said Action
 is brought, is now depending before your Lordship in this
 Court. And tho' the said C. doth well know that much
 more is due to your Orator, from the said C. than your Ora-
 tor hath already received, the Bill of your Orator amounting
 in the Whole to above the Sum of &c. of which he hath
 only received the Sum of &c. including the Sum for which
 the said C. hath brought her Action against your Orator
 as aforesaid. All which Actings and Doings of the said
 C. D. and the rest of the Confederates are contrary to Equi-
 ty and Good Conscience, and tend to the manifest Injury
 and Oppression of your Orator, *In tender Consideration*
whereof. And forasmuch as your Orator is Remediless in
 the Premises by the strict Rules of Common Law, and is
 properly and only relieveable therein before your Lordship,
 for that your Orator's Witnesses which could prove the
 Truth of the Premises are either Dead, or gone into
 Places remote and beyond the Seas; And to the End that the
 said C. D. and the rest of the Confederates may on their
 Oaths in this Court full and perfect Answer make, to all and
 singular the Matters and Things herein before contained,
 And that the said C. D. may upon her Oath discover whether
 she did not owe or about &c. And whether she did not at
 the same Time promise, &c. And that the said C. D. may
 come to an Account with your Orator before a Master of
 this Court, And may pay to your Orator what shall appear
 to be justly due to him, And that your Orator may be
 Relieved in all and singular the Premises according to
 Equity and Good Conscience, *May it please your Lordship*
to grant to your Orator his Majesty's Writ of Subpoena,
directed to the said C. D. &c. thereby commanding them on
a certain Day to be and appear, &c. And stand to and a-
bide such Order, &c. And for that the Matter and Cause
of the Action wherein your said Orator is now prosecuted
by the said C. D. in the Common Pleas, is properly relieveable
in this Honourable Court, Therefore May it also please
your Lordship to grant to your Orator his Majesty's most
Gracious Writ of Injunction, to be directed to the said C. D.
and all and every her Counsellors, Solicitors, and Agents,
commanding them and every of them under a certain Pain
therein to be expressed, That no further Proceedings be
had in the said Action brought by the said C. D. against
your Orator, which will be the more reason for your

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your Orator in the said Court of *Chancery*, until your Lordship shall have given further Orders and Directions therein, whether the said C. D. &c. be not indebted unto your said Orator may be Righted and Relieved in all and singular the Premises according to Justice and Equity.

A Certiorari Bill in Chancery.

Humbly Complaining, Sheweth &c. Your Orator *A. B. C.* Does That whereas &c. (setting forth a Cause prosecuted in the Lord Mayor's Court, &c.) All which said Premises your Orator hopes he shall make fully appear by several Witnesses if need be, which he could not produce within the said City of London before the said Lord Mayor and his Brethren the Aldermen of the City of London, Your Orator shewing unto your Lordship, That one *E. F.* a material Witness for your said Orator concerning the said Premises at the Time of the Cause &c. then lived and resided and still liveth and resideth at *Westminster*, without the Jurisdiction of the said Lord Mayor and his Brethren the Aldermen of the City of London, whereby your Orator had no Remedy to compel the said *E. F.* to be Examined, or to give his Testimony in the said Cause in the City of London concerning the Premises. In tender Consideration whereof, And forasmuch as for want of Jurisdiction in the said Lord Mayor and his Brethren the Aldermen of the said City of London, over your Orator's Witnesses, your Orator is remediless there, And it being agreeable with the Rules and Practice of this Honourable Court, upon such Necessities and Defects of Jurisdiction in inferior Courts, for this High and Honourable Court to remove the Records and Proceedings thereof into this Honourable Court, And to proceed in this Court upon the same, And all other Matters and Things incident thereto, or whereupon your Orator seeks Relief, May it please your Lordship, therefore, not only to grant unto your Orator a Writ of *Certiorari* to be directed to the said Lord Mayor of the City of London, and his Brethren the Aldermen of the City, thereby commanding them upon the Receipt of the said Writ to Certify and Remove the Records of the said Cause, &c. and all Proceedings thereupon into this Honourable Court, But also to grant unto your Orator his Majesty's most Gracious Writ of *Subpoena* to be directed to the said C. D. &c. Thereby commanding them and every of them at a certain Day and under a certain Pain therein to be Limited, personally to be and appear before your Lordship in the High and Honourable Court of *Chancery*, Then and there upon their

Corporal

Corporal Oaths fully and directly to Answer all and singular the Premises, And to set forth and discover whether, &c. And whether it was not declared and agreed, &c. And whether the said C D. &c. be not Indebted unto your said Orator and in what Sum, And that your said Orator may be Righted and Relieved in all and singular the Premises according to Equity and Good Conscience. And the said Defendants may stand to, observe and perform such Order and Decree therein, as your Lordship in your Great Wisdom shall think just and meet; And your Orator shall ever Pray, &c.

An Answer in Chancery to the Bill to compel Execution of Articles, &c.

The joint and several Answers of C D. Widow, and E. and S. her Daughters, being Infants and under the Age of 21 Years by the said C. their Mother and Guardian, And also of E F. &c. Defendants, to the Bill of Complaint of A B. Complainant.

All Advantages of Exception to the Incertainties, Insufficiencies and other Imperfections in and by the Complainant's said Bill of Complaint contained to these Defendants now and at all Times hereafter saved, For Answer thereunto, or unto so much thereof as concerns these Defendants to make Answer unto, They these Defendants Answer and say, That they believe it to be true, that T D. in the Plaintiff's Bill named late Husband of this Defendant C D. and late Father of these Defendants E. and S D. Did in his Life Time duly make and publish his Last Will and Testament in these or the like Words following, (that is to say, In the Name of God Amen, &c. (Here set forth the Will verbatim) As in and by the said Will whereto these Defendants refer themselves, may more fully appear, And these Defendants believe that the said T D. at the Time of the Publishing of his said Will, was of sound Mind, Memory and Understanding, And that he duly Sealed and Published the same as and for his Last Will and Testament, And these Defendants C D. E F. &c. have duly Proved the same in the Prerogative Court of Canterbury, where the Original is still remaining as these Defendants believe, And all these Defendants believe that the said T D. in his Life Time wanting Money, Did on or about, &c. borrow and take up an Interest of G H. and Y K. &c. the Sum of, &c. And for securing the Repayment thereof with Interest, Did

Answers.

Did by Indenture of that Date, grant to them and their Heirs (amongst others Things) the several Tenements and Lands in the Bill mentioned to have been Contracted for by the Complainant, Defeasible on Repayment thereof with Interest, And these Defendants believe the said whole Sum of &c. with all or the greatest Part of the Interest for the same, from the Time of Borrowing thereof, till this Time remains unpaid. And these Defendants have for the Plaintiff's Satisfaction in the first Schedule hereto annexed, which they desire may be taken as Part of this their Answer to the Complainant's Bill, set forth an Inventory and an Account of all the Personal Estate which hath come to their Hands, Possession or Knowledge, or to the Hands or Possession of any other Person or Persons for their Use, which said Personal Estate and Money received amount to the Sum of &c. And these Defendants have also in the second Schedule hereto annexed, which they desire also may be taken as Part of this their Answer to the Plaintiff's said Bill, Set forth an Account of all such Debts which the said T. D. owed at the Time of his Death, and have since his Death been paid by these Defendants, And also an Account of such Debts of the said T. D. as remain unpaid, which as yet have come to their Knowledge, together with the Charges of his Funeral, and what Legacies remain unpaid. All which amount to the Sum of &c. Whereby it will appear that the Personal Estate of the said T. D. falls short to pay his Debts and Legacies the Sum of &c. For which Reason, these Defendants C. D. E. F. &c. offered the Tenements in the Complainant's Bill mentioned to Sale, as they were advised and hope might lawfully do, And these Defendants confess they made such Contract with the Complainant, and Entered into and Executed such Articles for Sale thereof as in the Plaintiff's said Bill are set forth, And are willing to perform the said Articles on their Part, And are contented that the Defendants G. H. &c. shall produce and shew the Writings relating to the Title of the said Premises, to the said Complainant or his Council and never hindered or obstructed the same: But the Defendants C. D. and E. and S. D. the Daughters and Coheirs of the said T. D. being under the Age of 21 Years, they were advised not to proceed in Executing the Conveyances thereof, without the Authority and Decree of this Honourable Court for so doing, And all these Defendants each speaking for himself, denies that they ever pretended or gave out that the said T. D. made no Will, Or that he was not of sound and disposing Mind, Memory, and Understanding, when he Sealed and Published the same, Or ever pretended

pretended that his Personal Estate was sufficient to Pay and Discharge all his Debts, Legacies and Funeral Expences, Or that They ever refused to perform the said Articles, And they are willing and Contented that the Plaintiff shall pay off the Money due on the said Mortgage to the said G. N. &c. And that they shall thereupon Assign their said Mortgage to the Plaintiff or to whom he shall appoint, and are willing to join with them in making such Assignment, And these Defendants are doubtful that the Personal Estate of the said T. D. will prove so far Deficient that his Debts will not be paid without Sale of all his Real Estate, And these Defendants Deny all Combination in the Bill Charged, *Without that*, that any other Matter or Thing in the Complainant's said Bill of Complaint contained Material or effectual for these Defendants, or any, or either of them, to make Answer unto, And not herein and hereby sufficiently Answered, Confessed or Avoided, Traversed or Denied, is true to the Knowledge and Belief of these Defendants, All which Matters and Things these Defendants are ready to Aver and Prove as this Honourable Court shall Award, And humbly Pray &c.

An Answer to the Bill to Discover Writings.

The Answer of T. L. Defendant to the Bill of Complaint of A. B. Complainant.

The said Defendant now and at all times hereafter saving to himself all and all manner of Benefit and Advantage of Exception to the many Incertainties, Insufficiencies and Imperfections in the said Complainant's Bill of Complaint contained, For Answer therunto, or unto so much thereof as this Defendant is Advised is any ways material for him to make Answer unto, He Answereth and saith, That the said E. F. named in the Complainant's said Bill was possessed for divers Years yet to come of the said Messuage or Tenement and Lands in the said Bill mentioned, called or known by the Name of, &c. by Virtue of a Lease thereof made by the said, &c. in the said Bill also named unto the said E. F. long before the supposed Extent mentioned in the said Bill of Complaint, And the said E. F. so being thereof possessed long before the said supposed Extent (if any such there were) had, in such manner as in the said Bill of Complaint is supposed, made a Lawful Demise of Part of the said Messuage and Lands, &c. unto the said Defendant for divers Years to come,

come, upon which Lease the said *E. F.* reserved a yearly Rent to be paid during the Continuation of the said Lease, by Force of which Lease the Defendant entered into the said Lands, &c. and was and is yet lawfully possessed thereof accordingly, And ever since hath and yet doth enjoy the same by Virtue of the said Lease and Demise, And is thereby to have and enjoy the same during the Continuance of the said Lease of which there are at this time about, &c. Years to come and unexpired, And saith, that the Plaintiff is a Person altogether unknown to this Defendant, being one he this Defendant never had any Dealings or Correspondence with, And therefore this Defendant cannot but admire at this Suit commenc'd by the said Complainant against this Defendant touching the Premises, And this Defendant saith, that the said *E. F.* after the said Lease and Demise so made to the said Defendant of the said Lands, &c. as aforesaid, and before the said supposed Extent Made a Grant and Assignment of the Interest of him the said *E. F.* as well of the said Lands, &c. which the said Defendant hath and occupieth by Virtue of the Lease abovementioned for divers Years yet to come and unexpired, As also of the residue of the said Messuage or Tenement, &c. mentioned in the said Bill of Complaint unto *J. K.* of &c. unto which Grant and Assignment the said Defendant was privy, And therefore this Defendant humbly conceives and is advised That he this Defendant is for the Payment of his Rent Chargeable and ought by the Law to Pay the Rent so Reserved unto the said *J. K.* and not to the said Complainant Which said *J. K.* this Defendant doth verily think is the lawful Landlord, during the said Term of Years yet to come, and not the Complainant who is altogether a stranger to this Defendant, And saith that the said Complainant never at any time heretofore demanded any Rent for the said Part of the said Messuage or Tenement and Lands that this Defendant hath and occupieth by Virtue of the said Lease for Years, And also saith, That he is sued by the said *G. H.* in the said Bill of Complaint, named in his Majesty's Court of *King's-Bench* in an Action of Debt brought by him against the said Defendant, And therefore the said Defendant is surprized at this Suit brought against him by the said Complainant touching the Premises, whereby this Defendant is wrongfully vexed and sued without any just Cause, Without that there is any just Extent made of the said Lands, &c. Or that after the same Extent there was any such Bargain and Sale made by the said Sheriff of the said Term and Lease for Years to the said &c. as in the said Bill

Bill is set forth, Or that the said *G. H.* Bargained or Sold the Premises to the Complainant, Or that the said Complainant ought to Have and Enjoy the said Premises to the Knowledge of this Defendant, And without that, that there is any other Matter or Thing in the Complainants said Bill of Complaint contained Material or Effectual for this Defendant to make Answer unto, And not herein and hereby sufficiently Answered unto, Confessed or Avoided, Traversed or Denied, is true to the Knowledge and Belief of these Defendants, All which Matters and Things this Defendant is ready to Aver and Prove as this Honourable Court shall Award, And humbly prays to be hence Dismiss'd with his reasonable Costs and Charges in this behalf wrongfully sustained.

A General Answer, and Disclaimer, in Chancery.

The Answer and Disclaimer of *C. D.* one of the Defendants to the Bill of Complaint of *A. B.* Complainant.

This Defendant now and at all times saving &c. saith, That he this Defendant on behalf of *E. F.* one of the other Defendants in the Bill named, did about fifteen Years ago Contract and Agree with *G. H.* in the Bill named for the Purchase of the Messuage or Tenement, &c. now in Question, and in Possession of the Defendant, &c. which said Messuage, &c. at that time had been in Possession of the said *G. H.* and &c. in the Bill named, or one of them for above twenty Years before, For the Purchase whereof this Defendant on Behalf of the said *E. F.* agreed to Give and accordingly did Give and Pay to the said *G. H.* the Sum of 500 *l.* which was the full and real Value thereof, And in Consideration thereof the said *G. H.* and *E.* his Wife by Deed Indented, and by a Fine with Proclamations by them Levied in His Majesty's Court of Common-Pleas at Westminster, in &c. Term, which was in the Year of the Reign &c. Did Convey unto the said *E. F.* and his Heirs the said Messuage or Tenement &c. with the Appurtenances by the Name of &c. By Virtue of which Fine and Deed so made and Levied to the said *E. F.* as aforesaid, he as this Defendant hath heard and believes Entered upon and became seized of the said Messuage or Tenement with the Appurtenances, and continued so seized thereof without any Entry or Claim made by the said Complainant or any other Person or Persons until &c. in the Year &c. when the said *E. F.* as this Defendant hath heard and believes by Good Conveyance in the Law, and

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in Consideration of the Sum of *£*. to him *bona fide* Paid, Sold and Conveyed the said Messuage or Tenement *£*. with the Appurtenances to the said Defendant *£*. and his Heirs, who thereupon Entered upon and was and yet is Seized and Possessed of the same, And saith, That he doth not know that the said *£*. in the Bill named, was ever seized of the said Premises or any part thereof, nor ever knew or saw or heard of any Settlement or Conveyance made by the said *£*. of the same Premises or of any part thereof. And saith, That he this Defendant was Advised and Believes the said *G. H.* and *E.* his Wife had good Right and Title to sell the Inheritance of the said Premises so Purchased by the said *E. F.* as aforesaid, And this Defendant never had any Notice of any Right or Title the Complainant or any other had or might or could Claim of in or to the same or to any part thereof, before the Filing of the said Complainant's Bill, And this Defendant saith, That he this Defendant never had nor claimed to have, nor doth this Defendant Claim any Right, Title or Interest of in or to the Premises in Question, or of in or to any part or Parcel thereof, And this Defendant doth Disclaim all Right and Title of in or to the same, or of in or to any part thereof with the Appurtenances, And this Defendant doth Deny all Combination and Confederacy in the Bill Charged, *Without that*, that any other Matter or Thing, *£*. All which Matters and Things this Defendant is ready to Aver, *£*.

A Further Answer, on Exceptions taken.

The said Defendant for further Satisfaction of this Honourable Court, For Answer unto the several Exceptions taken by the Complainant to his former Answer, Doth Answer and Say, as he is advised, That his former Answer by him put in to the said Complainant's Bill is sufficient to all the Material Charges thereof or therein contained, Nevertheless this Defendant for a further Answer thereunto Doth say, That he did not know hear or was informed until some few Days before the Death of *£*. That the Deeds or Conveyances to *£*. were Executed by *£*. And this Defendant further saith, That he doth not know nor hath heard or been Inform'd That the said *£*. But this Defendant confesseth he was Informed that *£*. but the precise Time when he was so Informed or by whom this Defendant doth not Remember, And this Defendant further saith and denieth he had any private or other Intimations from any Person whatsoever, how the said Purchase proceeded

needed or what likelihood there was of accommodating any Disputes relating thereunto till &c. And he also saith, That after &c. he this Defendant did &c. But this Defendant doth Deny that &c. (And so Deny whatever is Excepted to as omitted in the former Answer,) *Without that, that &c.*

A Replication to an Answer in Chancery.

The Replication of A B. Gen. Complainant to the Answer of C D. Gen. Defendant put in to the said Repliant's Bill of Complaint.

The said Repliant saving to himself All Advantages of Exception to the Incertainties and Insufficiencies of the Defendant's said Answer, For Replication thereunto saith, *ons, Rejoinders.* That All and Singular the Matters and Things in the Repliant's said Bill contained are True, as the same are therein alleged, And that the Answer of the said Defendant to the said Bill is Untrue, Imperfect and Insufficient to be Replied unto, And this Repliant is ready to Aver, Maintain and Prove the same as this Honourable Court shall Award, And humbly Prays as in and by his said Bill he hath already Prayed.

Another general Replication to an Answer.

The said Repliant saving and reserving to himself now and at all times hereafter, All and all manner of Advantage of Exception to &c. For Replication saith, That all and every the Matters and Things in and by his said Bill of Complaint already said, He will Aver, Justify, Maintain and Prove, to be Good, Certain and Sufficient in the Law to be Answered unto in such manner as the same are therein and thereby set forth and Declared, And that the Answer of the said Defendant is untrue and altogether insufficient in the Law to be by this Repliant Replied unto for divers manifest Imperfections and Incertainties therein contained, The Benefit and Advantage of Exception whereunto being now and at all times saved to this Repliant, This Repliant for farther Replication saith, That the Matters contained in the said Bill of Complaint are altogether relievable in this Honourable Court, *Sec. without that, that any* other Matter or Thing in the said Defendant's Answer contained Material or Effectual in the Law to be Replied unto, And herein and here by not well and sufficiently Replied unto

unto, Confess'd Or Avoided, Traversed or Denied, is true. All which Matters and Things this Repliant is ready to Aver, &c.

A Special Replication to an Answer.

The said Repliant Saving, &c. For Replication saith, That his Bill of Complaint Exhibited in this Court against the Defendants, and all and every the Matters and Things therein contained, is and are True and Sufficient in the Law to be Answered unto, and not Devis'd or Exhibited out of Malice to the said &c. with Intent to vex or molest him as in the said Answer is set forth, And as to any Sum or Sums of Money due or owing by this Repliant to the said Defendant, the Repliant saving and reserving all Benefit and Advantage of Exception further saith, That he this Repliant doth not Owe or is Indebted to the said Defendant in any Sum or Sums of Money whatsoever, And humbly Conceives and is Advised, That if the same Allegations of the Defendant in his Answer were true, the same ought not to preclude this Repliant from being Relieved in this Honourable Court according to the Prayer of his this Repliant's Bill. And this Repliant doth Aver and is ready to maintain and prove, that &c. did Imbezzil and Convey away from this Repliant several Sums of Money, and divers Parcels of Goods, &c. (pursuing the Substance of the Bill) as in and by the said Bill of Complaint is most fully alledged, *Without that, that, &c.*

A Rejoinder to a Replication.

The Rejoinder of C.D. and E.F. Defendants to the Replication of A.B. Complainant.

The said Defendants now and at all times hereafter saving and Reserving to themselves all and all manner of Benefit and Advantage of Exception to the Incertainty and Insufficiency of the said Replication, For Rejoinder, They and either of them saith, That the Defendant's said Answer is true, certain and sufficient in the Law to be Replied unto, And they also say, as in and by their said Answer they have already said and Do and will aver and maintain all and every Thing and Things therein to be true and certain in such manner as they and every of them are therein alledged and expressed, And these Defendants further say, That the said Replication of the said Complainant

ant is uncertain, untrue and insufficient in the Law to be Rejoined unto by the said Defendants for divers Defects and Imperfections therein contained, And that the same is so contrived and made to the end to give some feigned colour for maintaining the said Bill in this Honourable Court to the unjust Vexation of the Defendants, as may appear, For that the said Complainant by the Ill Practices and sinister Designs of one &c. who, as it is reported, Promoteth and Soliciteth the said Suit for the said Complainant against these Defendants did contrary to all Law, Reason and Good Conscience procure &c. Of all which said Ill Practices and Designs the said Defendants hope this Honourable Court will take due Cognizance and Discomputation, and Punish the same, And without that, that any other Matter, Cause or Thing in the said Replication contained Material or Effectual in the Law to be Rejoined unto by these Defendants and not herein or hereby well and sufficiently Rejoined unto, Confessed and Avoided, Traversed or Denied is True. All which Matters these Defendants are ready to Aver and Prove as this Honourable Court shall Award, And therefore Pray as they before in their said Answer have Prayed.

Or a Rejoinder may be thus: The said Defendant Rejoineth, And saith in all and every Thing and Things as in and by his said Answer he hath already said, And doth and will Aver, Justify, Maintain and Prove the same Answer and all and every Thing and Things and Allegations therein to be Good, true, certain and sufficient in the Law to be Replied, unto, in such sort, manner and form as the same are in the said Answer already set forth and Declared, &c.

A Plea in Chancery to the Jurisdiction of the Court.

The Plea of C D. Gen. Defendant to the Bill of Complaint of A B. Complainant,

The said Defendant by Protestation not Confessing or Acknowledging any of the Matters or Things in and by the said Bill of Complaint set forth and alleged to be True, saving that the Tenements and Lands with their Appurtenances mentioned in the said Bill concerning the Title whereof the said Bill is Exhibited into this Honourable Court, are Situate, and do lie in &c. in the said County of Chester, And for Plea thereunto saith, That the said County of Chester, as this Defendant is informed, is and hath

been Time out of Memory of any Man to the contrary, a County Palatine; And that as well the said Messuages and Premises as all other Lands within the said County Palatine or belonging thereunto, And all Actions and Suits at Common Law or in Equity by reason of the Premises or any part thereof, Have been or ought to have been by all the said time Impleaded and yet are Impleadable in the Courts of the said County Palatine before the Judges for the time being within the said County Palatine and not elsewhere; And therefore humbly Demands the Judgment of this Honourable Court, If this Court will hold Plea thereupon and Enforce the Defendant to Answer the said Bill Exhibited for the Cause aforesaid; wherein the said Defendant doth submit to the Order of this Honourable Court.

A Plea of a former Suit depending.

This Defendant by Protestation, &c. For Plea saith, That the said Complainants in &c. Term, which was in the Year &c. did Exhibit their Bill into this Honourable Court against this Defendant and one &c. to have an Account of the Monies raised by the Sale of &c. in the Complainant's now Bill mentioned, and claiming such Shares and Proportions thereof, and such Rights and Interests therein as by their present Bill they do now Claim, And Praying Relief as to this Defendant in the same Manner, and for the same Matters, and to the same Effect as they do now by their Bill, to which said first Bill this Defendant and the said &c. did put in their Answer, And the said Complainants thereunto Replied and Witnesses were Examined on both Sides, and their Depositions duly Published, And the said former Bill is still depending in this Honourable Court, and the said Cause is yet undetermined, And therefore this Defendant doth Plead the said former Bill, Answer and Proceedings in Bar to the said Complainant's now Bill, And humbly Demands the Judgment of this Honourable Court Whether he shall be put to make any further or other Answer thereunto, And Prays to be hence Dismissed with his Costs and Charges in this behalf wrongfully sustained.

Plea of Acquittance in Bar, in Chancery.

The said Defendant by Protestation, &c. As to such Part of the said Bill as demands an Account of and concerning any

any Matters and Things transacted between the Complainant and this Defendant at any Time before and until, &c. This Defendant doth Plead thereunto, And for Plea saith, That after &c. that is to say, upon the said Day, &c. the Complainant and this Defendant did make up, state and settle an Account in Writing, then delivered to the Complainant of the said &c. And of all Matters and Things thereunto relating, or at any Time before the said &c. being or depending between the Complainant and this Defendant, And the Complainant after a strict and deliberate Examination of the said Account and every Particular thereof, Did approve and allow of the said Account, and actually receive all Monies then due on the Ballance of the said Account, And thereupon the same Day, &c. the Complainant did give to this Defendant a Receipt or Acquittance under his Hand, which is in these Words, *viz. Received this Day of &c. from C D. the Sum of, &c. being in full of all Accounts to this Day, I say Received by me A B. (Or the said Complainant by a Receipt or Acquittance bearing Date, &c. did acknowledge the Receipt of the Sum of, &c. from the Defendant in full of all Accounts) As in and by the said Acquittance under the Hand of the said Complainant, and ready to be produced to this Honourable Court, may appear: And this Defendant doth Plead the said Account stated, the Payment of the said Monies, and the said Receipt or Acquittance in Bar to such Part of the said Bill as Demands an Account from this Defendant for any Matters or Things in the Bill mentioned on or before the said, &c. And humbly Demands the Judgment of this Honourable Court, Whether he shall make any other or further Answer to that Part of the Complainant's said Bill of Complaint, And for Answer to the Residue of the said Bill this Defendant saith, &c. And Prays to be Dismiss'd with Costs, &c.*

Plea of the Statute of Limitations.

The said Defendant by Protestation, &c. For Plea thereunto saith, That by an Act of Parliament made at Westminster, in the County of Middlesex, in the One and twentieth Year of the Reign of King James I, Entitled *An Act for Limitation of Actions and avoiding of Suits at Law*, It was thereby Enacted, That all Actions of Debt, &c. should be commenced within Six Years after the Cause of Action accrued, (*reciting that Part of the Act Verbatim*) And now forasmuch as the Scope of the Complainant's Bill is to have a Debt of to £. which as he pretends was due to him for, &c. in the

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Bill mentioned, And that this Defendant Promised, &c. Which said Debt Contracted and Promise made by this Defendant to the Complainant being in the said Year, &c. as by the said Bill is alledged, Appears by the Complainant's own shewing to be more than Seven Years past since the said Debt was Contracted or Promise made; And the same not relating to any Merchant's Accounts their Servants or Factors, And no Suit having been commenced for the same Debt or Promise by the said Complainant against this Defendant within the Time so limited and appointed by the said Act for bringing the same, This Defendant is by his Council Advised, That the said Suit in this Court for the said Debt and Promise is Barred by the said Act of Parliament, And that the Complainant ought not to be Relieved for the same, And therefore this Defendant doth Plead the said Act of Parliament in Bar to the said Complainant's Bill, And humbly Prays the Judgment of this Honourable Court, Whether, &c.

A Plea, Demurrer and Answer in Chancery.

The Joint and several Pleas, Demurrers and Answers of C D. Gen^r E F. &c. Defendants to the Bill of Complaint of A B.

The said Defendants by Protestation not Confessing, &c. For Plea to so much of the said Bill as is to compel these Defendants to set forth and discover their Titles in and to Lands, Tenements and Hereditaments in the Bill of Complaint mentioned or any Part thereof, They say that the said Complainant hath several times within &c. last past Affirmed to the Defendant C D. &c. And the said C D. doth now Affirm, That he the said Complainant hath Sold and Conveyed away unto, &c. all his Estate, Title and Interest of in and to the said Lands, Tenements and Hereditaments in his now Bill of Complaint mentioned, And the said &c. hath also within the said Time often affirmed to the Defendant C D. and several other Persons, That he had Bought and Purchased of the now Complainant all his Estate, Title and Interest in and to the said Lands and Premises now in Variance, And thereupon this Defendant C D. on behalf of himself and the other Defendant E F. did, &c. All which these Defendants do Aver and are ready to Prove, as this Honourable Court shall Award, By Reason whereof these Defendants are advised, That the Complainant having no Title or Interest in or to the said Lands, Tenements and Hereditaments, but Having Convey-

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ed the same unto the said &c. as aforesaid, They nor any of them are Obligated or Compellable by the Rules and Practice of this Honourable Court, either to Discover or Set forth the Particulars of their or any of their Assurances or the Nature of them, or the Manner of Executing them, or to Set forth their or any of their Interests in or to the said Lands and Premises, or any Part thereof, And therefore Pray the Judgment of this Honourable Court, Whether they shall make any further or other Answer to the said Bill of Complaint in this Particular. And these Defendants further say, That by the Complainant's own Shewing in and by his said Bill of Complaint, he was an Infant under the Age of Twenty one Years at the Time of his Entering into the Articles of Agreement in the Bill of Complaint mentioned with the said Defendant C D. And if so, the same is voidable in Law, and ought not to be any ways binding or obliging to the Complainant or his Heirs, And therefore and for divers other Defects and Imperfections in the said Bill of Complaint contained, These Defendants do Demur in Law, and humbly Demand the Judgment of this Honourable Court, Whether they or any of them shall be compellable to make any further or other Answer in any Particular than as hereinafter followeth. And for Answer to such Part of the said Bill of Complaint as is not Pleaded or Demurred unto, these Defendants say, all of them for and by themselves severally, That They deny all manner of Confederacy or Combination whatsoever to Defeat, Defraud or Circumvent the said Complainant as in the said Bill is pretended, or to any other End, Intent or Purpose whatsoever. And all these Defendants for themselves severally Deny, That They or any of them have or hath or ever had the said pretended Deeds of Settlement in the Bill mentioned, or any or either of them, or any other Deeds, Writings or Evidences whatsoever touching or concerning the said Lands and Premises in the Bill mentioned or any Part thereof, which do any ways tend to the Making out or Proof of any Title or Interest of or for the Complainant in and to the same or any Part thereof, Nor do these Defendants, or any of them, Claim any Interest or Title in or to the said Lands, &c. or any Part thereof, by from or under the Complainant, Nor did these Defendants or any of them, from or under any Title derived from the said Complainant, Prosecute any Action of Trespass, &c. But the said, &c. And these Defendants C D. and E F. Say, That they doubt not to prove to this Honourable Court, that the Bill of Complaint Exhibited by the Now Complainant,

The PRACTISING ATTORNEY : Or,

plainant, is Exhibited and this Suit is Prosecuted by and at the Charge of the said &c. and not the Complainant, And that the Complainant hath so acknowledged, And that the said &c. hath causelessly and unnecessarily Exhibited this Bill in the now Complainant's Name, on Purpose to vex and trouble these Defendants, and to put them to unnecessary Charges in the Law, Of which these Defendants hope this Honourable Court will take due Consideration, And regard the same in Costs to these Defendants, *Without that, that &c.*

A Demurrer to a Bill for want of Parties.

Demurrers

The Demurrer of C D. Defendant to the Bill of Complaint of A B. Complainant.

The said Defendant by Protestation, &c. For and by way of Demurrer thereunto saith, That the Complainant in and by her said Bill, endeavours to entitle herself to one Messuage, &c. in the Bill mentioned, as one of the Daughters and Coheirs of &c. in the said Bill called, &c. who was, &c. And Prays to have an Account of the Rents and Profits of the Premises ever since the Death of her said Mother, And to have the Deeds and Writings Discovered and Brought into Court or Deposited into other safe Hands, for the Benefit of the said Complainant and &c. her Sister, in the Bill called &c. the other Daughter and Coheir of the said &c. Deceased: To which this Defendant doth Demur, and for Cause of Demurrer saith, That it appears of the Plaintiff's own shewing, That the said &c. called in the said Bill &c. is Daughter and Coheir with the Complainant the said &c. called in the said Bill &c. Deceased, And is equally Intitled with the Complainant (if any Title she hath) and who is now living, and may hereafter call this Defendant to an Account under the same Pretences of Title as the Complainant now doth, whereby this Defendant is like to be put to a double Trouble, Charge and Vexation, which might have been at once determined by this Suit in Case the said &c. the Complainant's Sister and Coheir with her to the Estate in Question, had been a Party Complainant or Defendant to the said Complainant's Bill as she ought to have been: Wherefore for that the Complainant's said Sister is not made a Party to the said Complainant's Bill, And for divers other Errors and Imperfections in the said Bill appearing, This Defendant doth Demur in Law thereunto, And humbly Demands the Judgment of this Honourable Court, whether he shall be enforced to make
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any other or further Answer thereunto, And Prays to be Dismiss'd with his reasonable Costs in this Behalf wrongfully sustained.

A Demurrer to a Bill for several Causes.

The said Defendant by Protestation not Confessing or Acknowledging all or any of the Matters or Things in the said Complainant's Bill of Complaint to be true, in such Manner as the same are therein, and thereby set forth and alledged, saith, He is advised by his Council, That there is no Matter or Thing in the said Bill of Complaint contained good and sufficient in the Law, whereby to call this Defendant in Question in this Honourable Court for the same, But there is good Cause of Demurrer thereto, For that it appears by the Complainant's own shewing in and by his said Bill, That the Scope and End thereof is for the Complainant, (as being Administratrix of the Goods and Chattles of &c. Deceased,) to be Relieved touching a Lease or Term of 21 Years of a Messuage, &c. in the Bill mentioned, supposed to be demised by &c. unto the said &c. Deceased, for such Term as aforesaid, And to Charge the Lands with &c. and Interest alledged to have been the Consideration paid for the said Term, or to be answered out of the Lands and the Profits thereof for 21 Years as aforesaid: To which said several Matters and all other the Things in the said Bill contained, this Defendant doth Demur and for Cause of Demurrer, sheweth, That it appears of the Complainant's own shewing, That the said Term or Lease touching which he seeks Relief, expired in or about the Year, &c. And therefore, inasmuch as the Lands was not, nor is not any Way chargeable with or liable unto the Plaintiff's Demands, either in Law or Equity after the Expiration of the said Lease, Nor is the Defendant for ought appears by the Bill, any Ways answerable or accountable in Equity for any Profits of the Premises taken during the said Term of 21 Years, And it is reasonable to presume that the said Lease was surrendered or delivered up to the Executors of the said &c. it appearing of the Complainant's own shewing, That the same long since came to the Hands of &c. in the Bill named, who then claimed to have an Estate and Interest in the said Lands and Premises, and Entered upon and took the Profits thereof, And forasmuch as a Demand of this Nature, especially after so great a length of Time, ought not to be Countenanced in this Honourable Court, And the said Bill containing in it

no Equity against this Defendant, This Defendant therefore, for all the said Causes, and for several other Defects and Imperfections of the said Bill of Complaint, Doth Demur in Law to the said Bill, and Abide by the Judgment of this Honourable Court, Whether &c.

A Demurrer in Chancery to a Replication.

The said Defendants say, they are advised, That the Replication of the said Complainant is insufficient to be Rejoined unto, For that the Scope of the Bill is to be Relieved against these Defendants, upon supposed Articles of Agreement alledged by the said Bill, to have been made between the said Complainant and these Defendants, Whereby these Defendants for &c. agreed to convey the Mannor, Lands and Tenements in the Bill mentioned, and all their Estate therein to the Repliant, the Bill suggesting that these Defendants were entitled in the Right of &c. And that the Plaintiff's were entitled by Virtue of a Settlement, And by the Replication the Complainant alledgeth, That some other Person to the Use of these Defendants &c. was in the Possession of the said Mannor and Premisses, and took the Rents thereof by the Space of one whole Year next before the making of the said Articles, which is another Title than that which the Complainant hath charged and set forth in the Bill, For the Complainant doth not pretend any Possession in himself, or any under whom he claims by the said Bill, And therefore the said Replication is a Departure from the Bill, and insufficient to be Rejoined unto, And these Defendants do Demur thereunto, And humbly Demand the Judgment of this Honourable Court thereupon, and Pray to be Dismiss'd with their Costs

A Demurrer to a Bill of Review.

The Defendant by Protestation &c. saith, That by the constant Rules of this Court, no Bill of Review ought to be admitted to alter or change Matters Decreed, but only either for Error in Law appearing in the Body of the Decree, as it is Drawn up and Inrolled, Or for new Matter arisen since the Decree, or such Matter of which the Plaintiff in the Bill of Review could not have Notice of at the Time of the Decree, And therefore, and for that the Matters assigned by the Bill for Cause of Reversal of the said Decree, are neither any Error in Law apparent in the Body of the Decree, Nor any such new Matter as aforesaid, but are only

a Pretence of Mis-judging in Matter of Form only, and not in Point of Right, And for that the Pretence of the Bill for Decreeing for a Defendant against a Plaintiff on his own Bill, and the Pretence of the Abatement of the Suit before the Decree past, are only Exceptions of Formality, And for that the other pretended Error in Miscasting, in case any such there be, is Amendable by a Motion, And for that the said Bill of Review contains in it no Equity, This Defendant doth Demur in Law thereunto, And humbly Insists upon it that the said Decree ought not for any of the Causes assigned by the Bill to be Reviewed or Reversed, Being, for ought appears, Just and Well Grounded, And humbly Demands the Judgment of this Honourable Court thereupon, &c.

A Demurrer, Plea, and Answer, taken by Commission.

The Demurrer, Plea, and Answer of C D. one of the Defendants to the Bill of Complaint of A B. Complainant.

The said Defendant by Protestation &c. saith, That the Scope of the Bill being to be relieved, and have and receive from the Defendant therein named the Sum of &c. for the Arrears of &c. *per Annum* Annuity, thereby pretended to be due unto him as Executor of &c. unto whom it is pretended that &c. did by Indenture bearing Date, &c. Grant, Convey, and set over the said Annuity unto &c. To hold to him his Executors and Assigns from, &c. then next following, for and during the full Term of 99 Years if the said &c. live so long, Payable Quarterly &c. Which Rent or Annuity it is pretended was paid by the said &c. until the Year, &c. when the said &c. died, leaving his Estate, alledged to be about &c. *per Annum*, Settled upon Trustees for Payment of his Debts and all Annuities and Incumbrances created by him, And which by subsequent Deeds pretended to be made between &c. the said Defendants are made liable to Pay, And that afterwards in the Year &c. the said &c. exhibited his Bill here against the Defendant &c. to be relieved against and to subject the said &c. to the Payment of the said Rents and Arrears, But that upon the Hearing, *viz.* the Day and Year &c. the said &c. was Relieved against no more than &c. *per Annum* of the Annuity, ever since the Death of the said &c. which thereby the Defendant &c. was Decreed to Pay, and Free and Discharge the said &c. thereof, This Court declaring,

as by the now Plaintiff's Bill is alledged, That the said &c. should be Charged with no greater Proportion than &c. per Annum ever since the said &c. Death. And the now Plaintiff's Bill further alledging, That afterwards, &c. in the Year &c. the said &c. Died, whereby the farther Payment of the said Annuity ceased, And that then there was due the Sum demanded by the Complainant's Bill for Arrears besides Costs, which by the same Bill the Complainant seeks to have with Damages, as likewise the Benefit of the said Decree made in the said &c. his Cause, To so much of which said Bill as is not herein after Plead- ed and Answered unto this Defendant doth Demur in Law, And for Cause of Demurrer shews, That if the Decree set forth in the Complainant's said Bill be such as the said &c. could recover any Thing upon against this Defendant, the said Complainant ought to have sought his Recovery on the same by *Scire facias* and no other Course, he claiming in Privy as his Executor, But if thereon they could not re- cover that Way, this Defendant for further Cause of De- murrer further sheweth, That the said Complainant ought to do it by Law, and no other Way, inasmuch as it doth not appear that the Consideration for the said Grant was any other than natural Love and Affection, or something else not Valuable, which in no Case was ever Aided or Assisted by this Honourable Court, Nor ought the said Com- plainant to have any Answer or Discovery to that Part of their Bill, which seeks to know whether there was any such Grant of the said Annuity &c. or other Security for secu- ring the Arrears thereof as in the said Bill is alledged, or what is become of the same, for that the said Complainant hath not made the usual Oath that there was any such Grant &c. And that he had not the same, nor knew what was be- come thereof, unless the said Defendants or some of them had the same, and annexed such his Oath to his said Bill, or filed the same in the Office for filing Affidavits of this Court, which is not done, Therefore and for that &c. is not made a Defendant, who may have paid or otherwise Discharged the Arrears of the said Annuity claimed by the Complainant, Or by Answer might have set forth as much as would have been good Discharge to this Defendant, this Defendant doth Demur in Law, and Demands the Judg- ment of this Honourable Court, Whether he shall be com- pelled to give any Answer to so much of the said Bill as is not hereinafter Plead- ed and Answered unto, And to the rest of the said Bill not herein before Demurred and here- inafter Answer'd unto, this Defendant Pleads and for Plea saith,

saith, That the said &c. having Power to Charge his whole Estate with &c. and to dispose of &c. worth &c. *per Annum*, Did by Deed Indented under his Hand and Seal Dated &c. and made or mentioned to be made between &c. Declare among other Things, That the said &c. should be subject to the Payment of all his Debts in general, whereof the Complainant's Debt (if there be any such justly due) is the said &c.'s and none else, and comes in with that Trust, For this Defendant doth Aver and Believe &c. And for further Plea saith, &c. All which Matters so before Pleaded this Defendant avers to be true, And to the rest this Defendant for Answer saith, and denieth that he knows or believes that the said &c. did ever hold any of the Estate of the said &c. upon any Trust to pay his the said &c.'s Debts or any of them, And Lastly, this Defendant denies all Combination by the Bill laid to his Charge, But Confesseth that the said &c. is Dead, and this Defendant his Executor &c. *Without this, that &c.*

Hec Responsio &c. placitum cap't fuer' per Sacramentum Defendantis super Sacrosancta Dei Evangelia, Et hec Moratio dicti Defendantis capta fuit sine Sacramento apud &c. in Com' &c. Quinto die Janij Anno Regni Dni Georgij nunc Magni Britan' Reg' Officio Coram nobis Commissionarij virtute Commis'on dicti Domi Regis nobis &c. al' Directi.

E. B.
G. H.

A Decree in Chancery.

Whereas heretofore, that is to say, about the Term of &c. *Decrees.* which was in the Year of our Lord &c. A. B. and E. his Wife and C. D. an Infant by his Guardian Complainants, Exhibited their Bill of Complaint into this High and Honourable Court of Chancery, against F. D. and G. H. &c. Defendants, thereby setting forth that T. D. Father of the Complainants E. and G. being seized of divers Lands and Tenements lying in &c. of the Value of &c. *per Annum*, Did for Provisions and Portions for his younger Children, make a Lease thereof to L. D. &c. for a long Term of Years, In Trust for raising &c. And that the said &c. died, And that being so Dead the Estate in Law was in the Defendants F. D. and G. H. In Trust as aforesaid, And that &c. being Dead and the Defendant F. D. being the next Heir the said F. by Combination with the other Defendants, the Trustees endeavoured to Defeat the said Deed of Trust, and to hinder the Complainants from their Portions and

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Maintenance, And they refused to pay the said Complainant's L's Portion which was due upon her Marriage and Interest for the same, and refused also to allow the Complainant C D. any Thing for his Maintenance and Education, Therefore that the Defendants might Answer, and the Trustees might Discover and set forth the Deed of Trust, and the Date and Contents thereof, and might join in the Execution of the Trust, And to be relieved in the Premises, they the said Complainants humbly Prayed the Aid and Assistance of this Honourable Court, and that Process of Subpoena might be thereout awarded against the said Defendants to compel them to Appear and Answer the said Bill, Which being granted and the Defendants therewith served, they accordingly appeared and answered, And by their Answer confessed that the said T D. by his Indenture dated &c. Did Devise &c. — (Here set forth the Lease and Trusts for paying Sums for Portions, and Educating the Complainants,) And the Defendant &c. by his Answer confessed he was made a Trustee by the Indenture before set forth, but that he never acted in the said Trust, Nevertheless he was ready to do any Thing that this Court should think fise for him to do about the Performance of the said Trust, And all the said Defendants denied Combination, and concluded their said Answers with the general Traverse as by the said Bill and Answers remaining filed and of Record in this Honourable Court relation being thereunto had, may more fully and at large appear, And the said Cause thus standing in Court upon Bill and Answer ready for Hearing, a Day, viz. the &c. in the Year &c. was by this Court appointed for the Hearing thereof, on which Day the same coming on accordingly to be heard in the Presence of Council learned on both Sides, the Substance of the Complainant's Bill and the Defendant's Answers thereunto appeared to be as is before recited, Whereupon and upon Debating the Matter, and Hearing what was alledged by the Council on both Sides this Court did think fit, And so doth Order and Decree, That &c. shall pay &c. And it is further Ordered and Decreed that the Defendants &c. shall join in the Execution of the Trust &c. And shall Educate and Provide for &c. according to the said Indenture, And that &c. be allowed the Sum of &c. All which is the final Order and Decree of this Honourable Court, in the Premises aforesaid.

A Bill of Review in Chancery.

Humbly Complaining, Sheweth unto your Lordship your Orators A B. of &c. C D. of &c. That &c. (setting forth the former Bill as in the Decretal Order), And thereupon the Defendants Answered and the Plaintiff Replied and Witnesses were Examined, and their Depositions published &c. That the Cause came on to Hearing and was Heard and Decreed by the Lord Chancellor C. After which &c. Petitioned for a Rehearing to the Lord Chancellor &c. And the Cause was accordingly Reheard and a Decree for Reversal was made by his Lordship (*prout* the Decree) And that Decree is Signed and Inrolled in this Court, But your Orators do Aver and Say, That they are aggrieved by the said last Decree, and that they ought not to be bound thereby, nor should any such Decree have been made or pronounced against your Orators, Neither ought your Orators to Pay &c. as by the said Decree is appointed, And that the same Decree is erroneous and ought to be Reversed, And for Error do according to the Course of this Honourable Court Assign the Error therein as followeth, First, Your Orators say and hope to maintain, That &c. which is altogether uncertain &c. Secondly, That &c. which appears by &c. to be Fraudulent and Corrupt. Thirdly, That &c. was not alive at the Time of the said Decree made in the said Cause against your Orators, and so could not be bound by the said Decree, And consequently your Orators ought not to be bound thereby, For all which said Errors and Imperfections in the said Decree you Orators have brought this their Bill of Review, And humbly conceive they should be Relieved therein, *In tender Consideration whereof,* And for that there are divers other Errors and Imperfections in the said Decree and Proceedings by reason whereof the same ought to be Review'd and Reversed, And that the first Decree made by &c. ought to Stand and be Confirmed &c. *To the End therefore,* That the said last Decree and all the Proceedings thereupon may be Reviewed and Reversed, And that the said &c. may Answer the Premises, And that your Orators may be Relieved in all and singular the Premises according to Equity and Good Conscience &c. *May it please your Lordship to grant to your Orators his Majesty's Writ of Subpoena ad Revivendum & Respondendum directed to &c. Commanding them &c.*

An Appeal in Parliament.

A B. Gent. Appellant, C D. E F. &c. Respondents.

The Humble Petition and Appeal of A B. the Appellant.

To the Right Honourable the Lords Spiritual and Temporal in Parliament Assembled.

Appeals in
Parliament.

Humbly Sheweth, That your Petitioner about &c. Term in the Year of our Lord &c. Exhibited his Bill of Complaint into the High Court of *Chancery*, thereby setting forth, That your Petitioner in the Year &c. Did &c. Therefore Pray'd &c. That after the Defendants had Answered your Petitioner's said Bill, the same came to be Heard the Day &c. before the Lord Chancellor &c. But tho' the Matters did appear to be as aforesaid, yet his Lordship did Order your Petitioner's said Bill should stand Dismissed without any Relief, Which said Order for Dismissal is since Enrolled in this Court (or did Decree, which Decree &c.) whereby your Petitioner hath apparent Damage contrary to all Equity as your Petitioner is Advised; Your Petitioner therefore Appeals from the said Order and Enrolment and Proceedings in the said Court of *Chancery* for Dismissal of your Petitioner's said Bill to your Lordships in Parliament, And most Humbly Prays that the said Defendants may be appointed a short Day to Answer all and singular the Premises before your Lordships in this Honourable House, And that the same Order (or Decree) may be Reversed and set aside, And that your Petitioner's said Bill may be retained in the said Court, And the Matters therein Prayed Decreed to your Petitioner, or such other Relief as to this Noble and Honourable House shall seem meet;

Y C.

J P.

And your Petitioner shall ever Pray, &c.

A B.

An Answer to an Appeal in Parliament.

The Humble Answer of E F. Esq; Respondent to the Petition and Appeal of C D. Gent. Appellant, against a Decree made in the Court of *Chancery*.

This Respondent saith, That on &c. The Appellant and this Respondent entered into Indentures of Copartnership for Carrying on the Trade of &c. That &c. (here set forth

forth the Substance of the Co-partner's Articles) And this Respondent doth Deny that in any way appears by any Proofs taken in the Cause that at the End of &c. any Partition was intended to be made, or the said Partnership Dissolved, but on the contrary &c. And this Respondent further saith, That he being Executor to &c. the deceased Partner did require of the said Appellant to pay this Respondent the Balance of the said last stated Account with Interest from the Time the same should have been paid, which he refusing to Do, this Respondent was constrained to Exhibit his Bill in the Court of Chancery, to compel the Appellant to Pay this Respondent the same, To which Bill the said Appellant put in his Answer and Witnesses were Examined, And upon &c. the said Cause came on to be Heard in the said Court, And it was by the said Court Decreed, That the Account stated in the Year &c. should stand &c. (and so set out the Substance of the Decree and Proceedings thereupon) And that there doth remain Due to this Respondent the Sum of &c. over and above all Payments made by the said Appellant, And this Respondent further saith, That the said Decree from which the said Appellant hath Appealed, is, as this Respondent is Advised, Just and Equitable, and well Warranted by the Rules of Equity, and therefore Hopes this most Honourable House will find no Cause to Alter but will Confirm and Enforce the same, And this Respondent humbly Prays That the said Petition of Appeal, which doth not truly nor fully state the Fact, as it appears by the Articles and Proofs, may be Dismiss'd with Exemplary Costs.

In these Appeals to the Parliament, the Appellant is to Deposit 20*l*. to Recompence the other Party in Costs, in case he fails in his Appeal: And all Appeals brought in Parliament, are to be Signed by two Noted Councils, and can only be Argued there by two Council of a Side.

The Appeal, thus exhibited by way of Petition, is delivered to one of the Lords, and by him presented to the House, whereupon it is Read, the Answer is put in, and a Day appointed for the Hearing: whereon, after the Council have open'd the Cause, in a concise manner, and Pleaded, on both Sides, the Lords determine the Cause by a Majority of Votes. And it is usual in these Cases to deliver Printed Copies of the Appellant's Case to all the Lords, for their Lordships more full Information of the Matter.

quidlibet q. 2. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.

The PRACTISING ATTORNEY: Or, Of the COURT of EXCHEQUER.

Authority
and Juris-
diction of
this Court.

The Exchequer is the last of the four Courts at *Westminster*; and is a very ancient Court of Record: It is called in Latin *Scaccarium*, and consists of two Parts, one whereof, the upper Part, deals especially in the Judicial Hearing and Determining all Causes belonging to the King's Treasure; And the other, being the lower Part, is called the Receipt of the Exchequer, properly Employ'd in Receiving and Paying of Money. The Debtors of the King, and their Debtors, the King's Tenants and Officers and Ministers of the Court &c. May here sue and be sued in the like Actions as are Prosecuted in the *King's-Bench* or *Common Pleas*. The Judicial Part of the Exchequer, is a Court both of Law, and of Equity; the Court of Common Law, is held in the Office of Pleas, after the course of the Common Law, *coram Baronibus*: Here the Plaintiff ought to be a Tenant or Debtor to the King, or some way Accountant to him; and the Leading Process is either a Writ of *Subpoena*, or *Quo Minus*, which goes into *Wales* where no Process of the *King's-Bench* or *Common Pleas* ought to run, Except the *Capias utlagatum*. The Court of Equity, which has much the Greatest Business, is holden in the *Exchequer Chamber* before the Treasurer, Chancellor, and Barons of the *Exchequer*; but usually by the Barons only, the Lord Chief Baron being the Chief Judge to Hear and Determine all Causes in Law or Equity; the Proceedings here are by Bill, agreeable to the Practice of the High Court of Chancery; but the Plaintiff must set forth in his Bill that he is Debtor to the King, tho' it is not Material whether he be so or not, it being only Matter of Form. In this Court the Clergy usually exhibit *English Bills* for Recovery of their Tithes, &c. And here the King's Attorney General may exhibit *English Bills*, &c. for any Matters concerning the King; and any Person grieved in any Cause Prosecuted against him on Behalf of the King, may bring his Bill against the Attorney General, to be Relieved in Equity; in which Case the Plaintiff must attend the King's Attorney with a Copy of his Bill, and procure him to Answer the same, and the King's Attorney may call any that are Interested in the Cause, or any Officer or others to Instruct him in the making of his Answer, so as the King be not prejudiced thereby, and his Answer is to be put in without Oath. In Bills between Party and Party, the Defendant must be served with Process of *Subpoena*; or if the

Defen-

Defendant be a Baron of Parliament with a Letter under the Hands of the Treasurer, Chancellor, and Barons, or some of them, whereby he must be required to Appear at a certain Day when he is to put in his Answer &c. The Practice and Proceedings generally in use at the Exchequer Bar, relate for the most part to the two Remembrancers of the Court; and anciently there was very much Business, and very Various, in the King's Remembrancers Office relating to Debtors, Tenants, Farmers, Receivers, Accountants &c. for Debts or Duties due to the Crown. All Penal Punishments, Intrusions, Forfeitures upon Popular Actions (viz. wherein a Part is given to the Informer the rest to the King) &c. are Matters cognizable by this Court.

Officers of the Court of Exchequer.

Next to the *Lord Treasurer of England, and Chancellor and Barons. Under-Treasurer of the Exchequer*, is the *Lord Chief Baron*, who is Sworn by the Lord Chancellor for the Time being, and is Chief Judge of this Court; and in Matters of Law, Informations and Plea, he answereth the Bar and all Suitors. He ever giveth Judgment in the Term-Time only; and gives his Directions to the Remembrancers, thus: If the King's Attorney say Nothing for the King between this and such such a Day, for such a Matter, Enter Judgment for A B. Or, if the Party say Nothing for such a Matter by such a Day, Enter Judgment for the King. The *Second Baron*, in the Absence of the Lord Chief Baron, Answers the Bar in Matters of Orders and Course: But in Matters of Law and of Importance, he refers the Suitors to the Chief Baron's coming; tho' he and his Fellows, in the Chief Baron's Absence, may do all in Court which he might do: He gives yearly the Oath to the Lord Mayor, &c. and may take Recognizances, examine divers Accounts, &c. The *Third Baron* differs little or nothing in Power from the second; he administers Oaths to Lord Mayors, &c. The *Fourth Baron* takes the Oaths of Sheriffs, Collectors, &c. of Custom-Houses; he also takes the Opposals of Sheriffs; and informs the Court, and the King's Learned Council, what is the Course and Practice of the Exchequer. The *King's Attorney-General* is made privy to all manner of Pleas that are not Ordinary and of Course, which rise upon the Process of the Court, and to the Replications and Rejoinders growing upon the same, on any of the Remembrancers Sides; And he puts into Court in his own Name

Attorney-General.

The PRACTISING ATTORNEY: Or,

all Informations of Concealments of Customs, on Intrusions, Incroachments, &c. on any of His Majesty's Lands, and upon Popular Actions, Penal Statutes, &c. He maintains his Informations, the King's Right, and Process of the Court against all Persons; and with the Court sets Fines for Compositions upon any Information depending by any special Statute, &c.

Remem-
brancers.

The Remembrancers are those which keep the Records of the Exchequer between the King and his Subjects, and Enter the Rules and Orders there made; one of them is called the King's Remembrancer, and the other the Lord Treasurer's Remembrancer: The Remembrancer for the King hath all manner of Informations upon Penal Statutes Sued in his Office only; he calls to Account in open Court, all the Great Accountants of the Crown, Collectors of Customs, &c. He sues and makes out Process against those that come not in to Account; he takes Bonds and Recognizances in Court to the King's Use; keeps all Writings, Evidences, &c. relating to the King's Lands; he makes out Writs of Prerogative or Privilege for all Officers and Ministers of the Court; enters Judgment of Pleas; lends Commissions of *Nisi Prius*, by the King's Attornies Warrant, upon Trial of any Matters within his Office at the Assizes in the Country, &c. And all Matters upon *English Bill* in the Exchequer are remaining in his Office. The Remembrancer for the Lord Treasurer makes out *Estreats*; he issues out Writs and Process in many Cases; Enters Judgment upon Ordinary Pleas examined by him concerning Writs of Service; He hath set down in his Book the Debts of all Sheriffs, and he takes the Sheriff's Foreign Accounts, &c.

Chamber-
lains.

The Two Chamberlains may sit in the Court if they please, but not intermeddle with any Thing, saving that in *Cross. Animas*, they may deliver their Opinions for Preferment or Stay of Men to be Sheriffs: They have the Charge of the Treasury, with the Lord Treasurer, and keep the Keys thereof; where all Leagues with other States, the antient Records, and Pleas *de Justiciariis Itinerant* &c. and divers other Matters do remain.

Clerk of
Pipe, and
other Offi-
cers.

The Clerks of the Pipe are those which receive the Sheriff's Accounts: They make a Charge to all Sheriffs, and see it Answered upon their Accounts, &c. Other Officers are, *Comptroller of the Pipe*, *Clerk of the Pells*, *Clerk of the Estreats*, *Clerk of the Pleas*, &c. in whose Office the Under-Clerks are Attornies in all Suits commenced or depending in this Court.

ORDERS and RULES of the Exchequer.

Subpœna's to Answer, &c. shall be serv'd Personally, or *Subpœna's*,
be left at the Dwelling House of the Defendant, or his *Bills, Ap-*
Place of Residence with one of the Family; or the Writ, *pearances,*
under Seal, is to be shewed, and a Ticker thereof left con- &c.
taining the Effect of the same Writ. On a *Subpœna* re-

turnable *immediate*, the Bill is to be filed before the Issuing
of the Writ; and upon a *Subpœna* returnable on a Day
certain, the Bill is to be filed within two Days after the
Day of the Return; and all others on Common Returns, to
be filed within four Days after the last Day of such Return.
The Day of Exhibiting every Bill, Plea, &c. to be set down
upon the same, and to be signed by the Attorney; and no
Bill to be accepted till the same be sign'd by the Attorney
for the Plaintiff, and allow'd by one of the Barons, &c. If
the Defendant do not Appear on the next Day after Ser-
vice of Process returnable *Immediate*, or on the second Day
on Process returnable on a Day certain, or on the fourth
Day of every Common Return; then upon Oath of due
Service, an Attachment is to be Awarded.

After an Attachment return'd for Contempt, the next *Attack-*
Process is to be Attachment with Proclamation, and after *ments, Con-*
that a Commission of Rebellion, &c. And 10 s. Costs to *tempt.*
be paid on an Attachment, 20 s. on a Proclamation, and
2 s. 4 d. in Commission of Rebellion; and all Costs
to be paid before any other Proceedings had. And in
all Process of Contempt within 15 Miles of London, there
shall be six Days; in all other Counties within 40 Miles
of London, 10 Days; and for all other Counties, 15 Days,
between the *Exste* and Return of each Process.

Defendants are to put in their Answers within eight *Answers*
Days after their Appearance and the Bill filed, if the Bill *put in, &c.*
be filed in the Term, or two Days after, if they do not
desire a Commission to Answer; which is to be Entered un-
der the Appearance, and be returnable the Beginning of the
following Term, &c. Commissions Pray'd, to be taken out
within three Weeks of the Beginning of the next Term,
(except *Trinity Term*) or Process of Contempt to Issue: And
on Default of putting in an Answer, Attachment to be
Awarded. On Commission to take an Answer, no Demur-
rer or Dilatory Plea to be put in. A Defendant in Con-
tempt, nor to put in a Demurrer or Dilatory Plea: And he
shall pay Costs before his Appearance or Answer be Ac-
cepted,

Pleas and Demurrers Pleas and Demurrers are to be set down by the *Severall* Seven-Night after put in, or to stand over-ruled: And on Over-Ruling Pleas, &c. the Defendant to pay 40 s. Costs, and after his Answer to Rejoin *gratis*, &c. If the Plea or Demurrer stand good, the Plaintiff to pay 30 s. Costs. And if the Demurrer be to the whole Bill, and be admitted by the Plaintiff, the Defendant to stand Dismissed with Costs. The Defendant may put in his Answer two Days before Hearing the Plea and Demurrer, giving Notice, and paying 10 s. Costs. If a Plaintiff, two Days before a Plea is to be heard, give Notice that he will Reply to the same, the Reply to be within a Week, or in Default the Defendant is to be Dismiss'd with 30 s. Costs; And if he gives such Notice that he Admits the Plea or Demurrer to be good, and pays 20 s. Costs, the Defendant need not Attend his Plea, &c. Where a Demurrer is grounded upon some Slip or Mistake in the Bill, the Plaintiff, within four Days after the Demurrer put in, may Amend his Bill paying 20 s. Costs. If the Defendant Plead the Dependency of a former Suit for the same Matter, and the Plaintiff admit of the Plea, the Plaintiff to pay 40 s. Costs; And if he do not Admit it two Days before Heard, if upon the Hearing it be adjudged a good Plea, the Plaintiff to pay 3 l. Costs.

Exceptions, to Answers, &c. Exceptions to Answers are to be put in within four Days of the Term next after the coming in of the Answer, and be set down to be Heard on the *Saturday* Seven-Night following: And if upon Hearing the Exceptions, the Defendant be Ruled to Answer, he shall pay 3 l. Costs, and put in his Answer within eight Days, unless he desire a Commission to Answer, &c. If the Defendant's Answer be adjudg'd Good, the Plaintiff to pay 40 s. Costs. Every Defendant putting in a second Insufficient Answer, to pay double Costs; putting in a third Insufficient Answer, to pay treble Costs; and putting in a fourth Insufficient Answer, to pay such further Costs as the Court shall think fit, and be Committed to the *Fleet*, &c. Processes of Contempt are to continue 'till there be a sufficient Answer put in, and Costs paid, &c.

Hearings on Bill and Answer. A Defendant brought to the Bar by *Habeas Corpus* for not appearing, shall be Charged with the Bill the first Time, and stand Committed; And afterwards not Answering, being brought twice more to the Bar, and Charged with the Bill, the Bill shall be taken *pro Confesso*. If the Plaintiff set down his Cause to be Heard upon Bill and Answer, and upon Hearing the Court do not make any Decree upon it, but permit the Plaintiff to Reply, he shall pay the Defendant

dant 5 l. Costs, and Reply in eight Days, or the Defendant to be Dismiss'd with that Costs. A Plaintiff Dismissing his own Bill, before he Replies, shall pay 40 s. Costs.

10 If the Plaintiff doth not Reply to the Defendant's Answer, some Time the next Term, the Term following the Defendant may give a Rule to be Dismiss'd within a Week; and if there be no Reply in that Time, he shall be Dis-

miss'd with five Marks Costs: At the coming in of such Replication, the Defendant is to Rejoin *gratis*, and join in Commission for Examining of Witnesses, which the Plaintiff is to take out the same Term or the Term following, or the Defendant may take out a Commission *ex parte*, or be Dismiss'd with 5 l. Costs. If there be not a Week in Term, the Plaintiff to have a Day to shew Cause for not Replying, &c. till the Setting down of Causes. A Defendant served with a *Subpoena* to Rejoin and join in Commission, not delivering Commissioners Names within four Days after the End of the Term, the Plaintiff to take a Commission *ex parte*.

When a Commission is taken out, if through the Default of the Party who hath the Carriage thereof, the same be not Executed, he shall pay unto the other Party all reasonable Costs, and renew the Commission at his own Charge,

wherein the Adverse Party may join, and cross Examine the Witnesses; but if he Examines any Witnesses of his own, then he is to pay the Half Fee of the Commission. If the Party taking out the renewed Commission, do not give Notice to Execute it eight Days before the Return, the Adverse Party upon four Days Notice may Execute his Commission. If at the Instance of a Defendant a Commission is renewed, he must at his Peril Examine all his Witnesses on such renewed Commission, or in Court by the Return thereof: No Commission to Examine Witnesses to be Granted in London, or within 10 Miles of it, without special Order on Affidavit of the Parties Inability to Travel, &c. After Interrogatories Exhibited, neither Party shall add to or alter the same without Leave of the Court.

Publication is to pass within a Week after every Commission returned, or the Witnesses Examined in Court, if no Cause shewed to the contrary; no Causes to be set down to be Heard till Publication past, except by special Order of Court; and when Publication is past, the Cause to be set down for the Term following, unless the Parties live in London or within 60 Miles thereof.

Subpoena's to hear Judgment served in London or within 60 Miles of it, to be served 10 Days before the Hearing, and in more remote Places 14 Days before the Day of Hearing.

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ing the Cause. A Defendant serv'd to hear Judgment making Default, is not to be heard against a Decree till he hath paid 5 *l.* Costs; and if the Plaintiff do not Attend, he shall pay 5 *l.* Costs, and the Cause to be put out of the Paper, which the Defendant may set down to be Heard the next Term, *ad requisitum Defend.* Judgments on Hearings, &c. to be truly taken, and openly Read, that the Court may rectify them if mistaken. Decrees, Orders, &c. are to be Entered some Time before the last Day of the next Term after pronounced: And Decrees and Orders to be drawn up as short as may be, without Recitals.

Bills of Review.

If a Bill of Review be brought, the Plaintiff in it is to pay the Costs Taxed, and Enter into a Recognizance with sufficient Penalty to perform the Decree in case the same shall be Affirmed, and pay such further Costs as the Court shall think fit.

Contempts, relating to Decrees, &c.

No Person shall be in Contempt for not performing any Order or Decree of the Court, until he be served therewith personally, or the Writ of Execution left at his House &c. or a Copy with his Clerk in Court: Where a Defendant is brought in upon Contempt for not performing some Part of a Decree, he shall Perform that part which is presently to be done, and give Security for the other. Persons appearing on Contempts, to be Examined on Interrogatories, to Enter into a Recognizance to Appear *de Die in Diem*, or be Committed to the Fleet; and Interrogatories are to be Exhibited against them in four Days; in Default of it, they shall be Dismissed with Costs: Witnesses may be Examined to prove the Contempt, and that by Commission &c. Where any one shall Beat or Abuse a Person serving Process, or shall be guilty of Scandalous Words against the Court, on Affidavit thereof, he shall stand Committed &c.

Reports.

Where upon Hearing any Cause, any Matter of Account &c. is to be Reported to the Court, the Report shall be delivered to the Sworn Clerk concern'd in the Cause six Days before the Time of Hearing upon such Report, who is to give Notice forthwith on the other Side; and Exceptions to the Report are to be put in two Days before Hearing.

Injunctions, Costs, Bills of Review.

No Injunction to be Granted, but on Motion in open Court, and satisfying the Court with such Matter as may induce the Granting it. The Plaintiff may move for an Injunction upon opening a material Exception to an Answer. In Cases where Costs are to be Taxed upon a Bill of Costs, His Majesty's Remembrancer is to Tax the Costs, giving

LAWYER'S OFFICE

giving Notice to the Attornies on both Sides to Attend
On a Bill of Revivor, if the Defendant being served with
Process do not Answer or desire a Commission in eight
Days, the former Proceedings to stand Revived.

All Sheriffs are to have their sufficient Deputies in this
Court, who shall attend from Time to Time to Receive
and Return the Writs of the Court. Where a Sheriff neg-
lects to Return any Process delivered to him, Rules may be
given the last Day of the Term for to Return such Writs
by the Sealing Day, or to be Amerced so.

If any Person shall Petition to be admitted in Forms and
he is to bring a Certificate under Council's Hand up-
on his Petition, that he hath probable Cause of Suit, and
make the usual Oath before he be admitted; and such
Council is to be assigned for one in the Cause.

Upon the making out Process on Informations Exhibited
in the Remembrancer's Office for the Seizure of Goods, and
on Personal Informations upon Penal Statutes, there shall
be a brief Note of Entry made by one of the Sworn Clerks,
in a Book prepared for that Purpose, of the Names of Par-
ties, &c. and the Day of the Month Exhibited Records
of Goods Seized, and Fines rated for the same, are to be
perfected by the first Day of the next Term succeeding the
Recoveries had, to be drawn down into the Pipe.

Every Defendant appearing upon an Information, Ex-
cept of Seizure, is to Plead to the same within four Days
of the next Term after Appearance, or Judgment of *Nihil*
dict to be Entered, &c. After an Attachment is Returned
upon any Contempt on an Information, the next Process
shall be an Attachment with Proclamation, and upon Re-
turn thereof a Commission of Rebellion, &c. And the same
Costs to be paid as on Prosecution of English Bills.

When a Demurrer is Filed, the Defendant shall join in
Demurrer within six Days, or Judgment by *Nihil* dict to be
Entered. A Replication being Filed, the Defendant shall
Rejoin within four Days, or else Judgment by *Nihil* dict
shall be Entered. Notice of Trials in London or Middlesex
to be given six Days before such Trials, and at the Assizes,
Notice is to be given within six Days after the End of the
Term. Upon the Return of *Posse's*, Judgment to be En-
tered within four Days upon a Rule given, if nothing be
shewn to the contrary, upon Trials in London and Middle-
sex; and within the Term, Judgment to be Entered of the
same Term: On Trials at Bar, Judgment to be Entered
within four Days after Trial, if there be so many Days in
Point.

Sheriffs.

Paupers,
Bills of Re-
view.

Informa-
tions
on Infor-
mations.

Pleadings
on Infor-
mations.

Demur-
rer, Tri-
als, Judge-
ments, &c.

The PRACTISING ATTORNEY: Or,

Term; and if there be not, then Judgment to be Entered the last Day of the Term.

Irregularities redressed. All Differences touching Irregularities in Proceedings, or to be determined by His Majesty's Remembrancer, or his Deputy, upon hearing the Attornies on both Sides; who is to settle the same if he can, if not the Court to determine the same. The Remembrancer or his Deputy, and Sworn Clerks in the Office, are diligently to attend in Court, &c.

DIRECTIONS for PRACTICE in the Court of EXCHEQUER.

The Exchequer Chamber agrees so nearly in Practice with the High Court of Chancery, on which I have already treated at Large, that I shall make an Account of the Proceedings in general, suffice under this Head.

Process of Subpœna. The Plaintiffs in every Bill between Party and Party, must serve the Defendant with Process of *Subpœna*, issuing out of this Court; And if he do not appear at the Day of Return of the Writ, upon Affidavit made of the Service thereof, an Attachment, of course, is made out against him for his Contempt. When the Defendant appears, if the Bill be not put in, he may Move to be Dismissed with Costs; Whereupon the Court used to give three or four Days to the Plaintiff to put in his Bill, or the Defendant to be Dismissed: But by the late Act for Amendment of the Law, no *Subpœna* or any other Process for Appearance is to Issue out of any Court of Equity till after the Bill is filed. If the Defendant do appear upon Process of Contempt, he must pay Costs, such as the Court shall think fit, according to the Number of Processes issued against him.

Bill.

Answer. After the Defendant hath Appeared, he hath eight Days, of course, to make his Answer to the Bill, and if he fail therein at that Time, a Rule is given in the Books of Appearance for an Attachment within four Days, the Defendant's Attorney being called thereunto. If the Defendant make an insufficient Answer, the Plaintiff must put in his Exceptions in Writing, and Move the Court to give the Defendant a Day to Amend or Maintain his Answer; and if at the Day he cannot Maintain the same, but the Court doth Order him to make a better Answer, he must pay such Costs to the Plaintiff as the Court shall appoint; The Defendant after Appearance, finding that he cannot make Answer without the Sight of his Evidences, which are in the Country far off; Or, there being more than one Defendant, and one or more Appear, and the rest do not, and the De-

fendants

Defendants that do Appear cannot Answer without Confe-
rence with the others that are in the Country; upon Affid-
vit made on such or the like Allegations, he may have
Time to Answer till the next Term, either in Person or
by Commission, as the Court shall think fit. And if the
Defendant be Aged, or not able to Travel, &c. he may
have a Commission to take his Answer; wherein the Plain-
tiff may name two Commissioners to see the Defendant
sworn to his Answer, and a Proviso must be in the Com-
mission that the Plaintiff, &c. shall have Notice of the
Day and Place of Execution thereof. If the Defendant
hath Matter to Plead, and is not able to come to put it in
upon Oath, he may, by special Order of the Court, have
a Commission to take his Plea; but if the Defendant make
his Answer and Plea, he may not after put in a De-
murrer.

If the Defendant do Plead any Matter to Bar the Proceed-
ings upon the Bill, (other than Matter of Record in the
same Court) he must be sworn to his Plea, as likewise he
must to his Answer, if he Answer in Chief, of what Qua-
lity soever, except it be the King's Attorney, who Answer-
eth a Bill against the King; or a Corporation who are sued
by the Name of their Corporation, which are both with-
out Oath. Where the Defendant puts in a Plea, containing
Matter of Record to Disable the Person of the Plaintiff, as
Outlawry, or the like, which is no Bar to the Matter, but
a Delay of Proceedings, until the Plaintiff be enabled to
sue; he must together with his Plea produce the Record
which warrants the same.

In case the Defendant Demur to the Bill, for that neither
the Plaintiff nor the Cause is privileged, or for Want of
sufficient Matter of the Bill; or put in a Plea in Bar of
the Proceedings upon the Bill; the Plaintiff, if he will
maintain his Bill, must Move the Court for a Day to hear
Council on both Sides for Arguing the same: If on Arguing,
the Defendant support his Demurrer, the Bill is to be
Dismiss'd with Costs. If the Defendant put in a Demurrer
with an Answer over to Part of the Matter of the Bill, the
Plaintiff may proceed upon that to bring the Cause to
Hearing; and the Defendant at the Hearing may stand up-
on the Demurrer, until the Court over-rule it: Tho' after
an Answer put in, the Court will allow no Exception to
the Jurisdiction.

Where the Matter of the Bill is to be Relieved against a Injuncti-
on Suit in the Ecclesiastical Court, and the Defendant stand
in Contempt, either for not Appearing or not Answering:

Or

The PRACTISING ATTORNEY: Or,

Or if he desire a Commission to take his Answer, the Court upon Motion of the Plaintiff doth usually stay the Defendant's Proceedings until he have Answered, and other Order be therein taken by Injunction or Order of the Court: And after the Defendant hath Answer'd (as well as before) the Court doth Grant Injunctions to Quiet Possessions, stay Suits at Law &c. until the Hearing of the Cause.

Replications to Answer, &c.

After the Defendant hath fully Answer'd, the Plaintiff, if he will, may go to Hearing upon Bill and Answer, and may Move the Court for a Day to that Purpose, against which he must serve the Defendant with Process to hear Judgment: in which case he is to admit the Defendant's Answer to be true in all Things: But if the Plaintiff do not find Matter Confessed by the Defendant in his Answer, whereupon he may proceed to Hearing without Proofs: then he must Reply to the same, Maintaining his Bill, and Denying and Traversing the material Points of the Answer, wherein he may likewise add such further Matter as shall be Pertinent and Necessary for him to offer for Strengthening his Bill, and Avoiding the Defendant's Answer: and he must serve the Defendant with a *Subpoena ad Rejungendum*, except the Defendant be Ordered to Rejoin *gratis*. When the Cause comes to Hearing upon Bill and Answer, and the Court sees no sufficient Matter confessed in the Answer to proceed upon, the Plaintiff may desire that he may Reply, and proceed to Process &c. which in some Cases the Court will allow of. If there be more Defendants than one, and they put in several Answers, the Plaintiff may Reply to them all in one Replication; but if the Cause of Suit be joint, he must not Reply 'till all have Answered, for if he do he waves his Proceedings against the rest, and he cannot have a Decree against some without the others.

Rejoinders.

When the Defendant comes to Rejoin, if there be no new Matter in the Replication, he is to Rejoin of course to maintain his Answer; but if there be new Matter, he must Rejoin especially to that: And if there arise new Matter in the Defendant's Rejoinder, the Plaintiff must sur-rejoin, and so long as the Matter doth pertinently arise in the Pleadings, they must proceed with Rebutter, and Sur-rebutter, until every Point material be put in perfect Issue.

Parties at Issue.

The Parties being at Issue, the Plaintiff, if he think fit, may proceed to Hearing, without Examining Witnesses on his Side; but that hinders not the Defendant from Examining in convenient Time: Or if there have been any former Examinations in the same Cause, the Plaintiff or Defendant

dam may Move the Court, and desire to have them allowed to be used as Evidence at the Hearing, which the Court, upon giving a Day to the other Side to shew cause, will Grant or Deny as cause appears.

Either Party may Pray a Commission to Examine Witnesses, after Issue is joined; and if the other Side refuse to join, shall have a Commission *ex parte*; but if both Parties join, then either Side is to name four indifferent Persons to be Commissioners, whereof each Party to choose two, and the Commission is to be directed to those four agreed on, of which Commission the Plaintiff is to have the Carriage, and to give 14 Days Warning of the Day and Place of Execution. If one Side will Examine Witnesses by Commission, and the other will not, yet he that will not Examine may join in the Commission, to see an indifferent Examination. The Interrogatories must be Prepared and Ingrossed on Parchment, before any Examination can be had; which Interrogatories are to be drawn according to the Points in Issue by the Bill, Answer, &c. Witnesses in Town may be Examined before the Barons in Court at any Time before Publication; the Names of such Witnesses being delivered to the other Side before Examination, to the End they may be cross Examined, if the Parties please. If a Witness be Examined of one Side, and afterwards be served with Process to be Examined on the other, and he refuse, the Court will not allow his Depositions.

After the Witnesses are Examined, either Side may Move Publication for Publication; or in Term Time a Rule may be given, which is ordinarily a Week; and if no Cause be shewn according to the Rule, then Publication passes, and the Cause is to be set down to be Heard at such Time as the Barons shall appoint. When the Cause is set down to be Heard, the Plaintiff must serve the Defendant with a *Subpoena ad audiendum Judicium*, returnable at the Day and Place appointed for the Hearing; at which Day, the Bill of Causes is to be made ready and delivered to the Barons in Court, and so the Court doth call for them as they lie in the Bill; and both Sides being ready to proceed to Hearing, the Plaintiff's Council opens the material Parts of the Bill, and the Defendant's Council opens the Answer, after debating whereof on both Sides by the Council, the Plaintiff is to make his Proofs, which are to be ready by his Attorney in Court, and the Defendant is to do the like, whereupon the Court proceeds to Judgment, *secundum allegata et probata*.

Some-
Examinations of the same Cause, the Plaintiff or Defendant

The PRACTISING ATTORNEY: Or,

*Cause Dis-
miss'd, Re-
ferences.*

Sometimes a Cause is Dismissed upon the first Opening; for Want of sufficient Matter, or for that it is merely Triable at the Common Law; and when there is both Matter of Law and Equity, the Matter of Law is referred to a Trial at the *Exchequer Bar*, and the Equity retained for Hearing: And in Matters touching Accounts and Reckonings, which are intricate, the same are referred to Auditors or Merchants, by Commission, to Examine, Mediate and Determine the same, if they can; or else to Certify the Court of their Transactions. If the Question be concerning the Possession of Lands demanded by the Plaintiff, which lie intermixt with the Defendant's Lands, and cannot well be distinguished one from the other; in such Case if it appears to the Court that the Plaintiff ought to have such Lands, the Court will Award a Commission to some of the Neighbouring Gentlemen of the County to Enquire into it, and Set out the Bounds, &c. and Certify the same: And in such like Cases, References and Commissions are Awarded.

*Parties not
appearing,
Decrees,
&c.*

If at the Day of Hearing, the Plaintiff be ready and the Defendant make Default, on Affidavit made that the Defendant was Served with Process to hear Judgment, the Court will proceed to Hearing; and after the Plaintiff's Bill is opened, the Defendant's Answer is to be Read and the Plaintiff's Proofs; whereupon the Court will Decree, or Dismiss the Cause, or make Order therein: But in these Cases the Court doth not usually make an absolute Decree, but gives a Day to the Defendant to shew cause against it; and if he comes, and his cause be not allowed, then will the Court confirm their Decree, and the Plaintiff shall have Costs for his double Attendance. If the Defendant be ready at the Day of Hearing, and the Plaintiff make Default, the Court doth Dismiss the Defendant with Costs; Except good Cause be shewn; and if it be put over to another Day, the Plaintiff is to pay Costs. And when a Cause is ready for Hearing, if the Plaintiff delay the Prosecution, the Defendant may procure the Cause to be set down to be Heard, and serve the Plaintiff with Process to hear Judgment; and if the Plaintiff Appear, he may proceed to Hearing, but if he do not, the Defendant will be Dismiss'd with Costs, and be left at Liberty.

*Bills of Re-
vivor, and
Review.*

The Defendant dying after Answer put in, and before the Cause is determined, the Plaintiff may put in a Bill of Revivor against the Heir, Executor or Administrator of the Defendant; and the Defendant in such Bill shall Answer without

without Oath, because his Answer is only to submit himself to the former Proceedings, which upon his Answer are Revived, and shall stand in the same State as they did against the first Defendant that died; and afterwards the Plaintiff and Defendant, by Revivor, may proceed as in the Original Cause. If, after a Decree is made, the Defendant hath other Matter which was not in Issue in the Cause Decreed, which he is advised will be sufficient to overthrow the Decree, he may exhibit a Bill of Review upon that new Matter to Reverse the Decree; but first he must perform the Decree; and if the Bill of Review do not contain good and sufficient Matter, the Defendant may Plead the former Matter Decreed in Bar.

When a Decree is Entered, it may be Inrolled and Executed at the Instance of either Party, or of any else that desire it. If the Possession of Land be Decreed against the Defendant, the Plaintiff may have an Injunction directed to the Defendant and all that Claim under him, Commanding him and them to remove from the Possession, and to yield the same to the Plaintiff; and if the Defendant disobeys the Court upon Affidavit made thereof usually grants a Writ directed to the Sheriff to remove him, and put the Plaintiff in Possession. In any case of Disobedience to Decrees, either by the Plaintiff or Defendant, on Affidavit thereof made an Attachment is granted, and other Process of Contempt, until the Party is brought into Court to Answer his Contempt: And when he Appears, if he denies the Contempt, he is to be Examined upon Interrogatories to be Exhibited by the Prosecutor of the Contempt, before one of the Barons, and he must attend until he be Examined: After he is Examined, if he have confessed sufficient Matter to Ground the Contempt, the Prosecutor must Move the Court to appoint a Day to hear his Examination; at which Day both Sides are to attend, and such of the Examinations are to be read as are Material, whereupon if it appear to the Court that he hath committed any Contempt worthy to be Punished, the Court will Commit him to the Fleet, there to remain till he yield Obedience to the Decree, or Enter into a Recognizance to do it; Or the Court will lay a Fine upon him, as the Case requires, and he is to pay such Costs to the Prosecutor as the Court shall Tax.

It sometimes happens that the Principal Question between Parties is such as admitting the Truth on both Sides, yet it is doubtful in Law to whom the Right belongeth, so as the Court cannot make a Decree until the Matter in Law be determin'd; Upon this, a Case is to be drawn up

Extraordinary
Case

and Agreed on by both Sides, and if there be any Matter of Fact necessary to be Proved for making of the Case, Witnesses may be Examined on Interrogatories for that Purpose, And when the Case is Agreed, several Copies are to be Delivered to the Barons, &c. And it is to be Argued on both Sides by Council, and afterwards Determined by Decree or otherwise.

*Proceed-
ings filed.*

In every Long Vacation, all the Bills, Answers, Pleadings &c. are to be taken from the Common Files; and all the Pleadings in one Cause are to be Filed together with the Bill, by him that is towards the Bill, and Entered in a Book in the Title of that County where the Matter of Suit ariseth; and be Numbred and then Filed, according to the Number on the File for the same County.

*Office of
Pleas.*

As to the Office of Pleas, wherein there are several Clerks that are retain'd between Party and Party, who follow their Client's Causes, and make their Pleas, Replications, &c. upon the same, for Council to Consider, and the Court to Determine, the Rules for Proceedings herein are so Agreeable to those of the King's Bench, that the Rules before set down for the Practice of that Court are a sufficient Direction for Proceeding in this.

PRECEDENTS of Bills, Answers, Pleas, &c. in the Exchequer.

A Bill in the Exchequer for obtaining of Tithes.

To the Right Honourable, &c.

Bills.

Humbly Complaining, Sheweth unto your Lordships, your Orator A.B. of &c. Debtor and Accomptant to his Majesty, as by the Records of this Honourable Court it doth appear, That C.D. Esq; being in his Life-time Seized in Fee Simple of and in the Rectory Impropriate or Parsonage of &c. And that from the time whereof the Memory of Man is not to the contrary the Owners and Proprietors of the said Rectory Impropriate Have been intitled unto and have from time to time received and taken or ought to have Received, Taken and Enjoyed, All and Singular the Tithes and Tenths of all Corn, Grain, Hay, Lambs, Wool, Pigs, &c. and several other Great and Small Tithes Yearly arising, growing, increasing and renewing within the said Parish of &c. And that the said C.D. being so Seized as aforesaid, Did by his Deed Indented under his Hand and Seal dated &c. Devise unto your said Orator the said Rectory or Parsonage Impropriate together with all Tithes both Great and Small, arising, growing and renewing within the said Parish, and unto the said Rectory belong.

belonging and appertaining for a Term of Years yet to
 come and unexpired, Reserving a Great yearly Rent for
 the same, By Virtue whereof your Orator Entered upon
 the said Demised Premises and has ever since had and re-
 ceived the greatest part of the Tithes thereunto belonging,
 And your Orator further sheweth unto your Lordships that
 one E. F. of the said Parish ever since the Feast of *Asc.* in
 the Year of *8cc.* having occupied and possessed Twenty
 Acres of Arable Land, and sowed the same with several
 Sorts of Grain, and had therein grown twenty Loads of
 Barley, &c. the Tithes whereof were worth 10*l.* And Mow-
 ed Ten Acres of Grass upon his Meadow Ground in the
 said Parish which produced ten Loads of Hay, the Tithes
 whereof were worth *8cc.* And had several Acres of Pasture
 Ground within the Limits and Bounds of the said Parish,
 and did, during all that time, keep and depasture upon the
 same One hundred Sheep and upwards, and there were
 yearly Yeaned by the said Sheep One Hundred Lambs of
 thereabouts, and that there was Shorn and Clipp'd off the
 said Sheep by the said E. F. One Hundred Fleeces of Wooll,
 the Tithes of the said Lambs and Wooll were worth the
 Sum of *8cc.* and upwards yearly, All which Tithes afore-
 said did arise within the Limits of the said Parish of *8cc.*
 And have been Due and Payable and ought to have been
 Paid unto your Orator as Farmer of the said Rectory Im-
 propriate aforesaid, But now so it is, *May* it please your
 Lordships, that the said E. F. and *8cc.* by Combination and
 Confederacy between themselves and with several other
 Persons as yet unknown unto your Orator (whose Names
 when Discovered your Orator Prays may be Inserted in
 this your Orator's Bill to Charge them) refuse to pay your
 Orator the said Tithes, Duties and Sums of Money, or to
 set out the same, pretending that Tithes in Kind are not
 due nor ought to be paid unto your Orator, but some
 Rates or Sums of Money in Lieu thereof, and yet deny to
 make known what the said Rates or Sums of Money are,
 and to pay the same, if any such Cust om or Pretence there
 be within the said Parish, altho' they have been often in a
 Friendly manner requested to do the same, By Reason
 whereof your Orator is in a great Measure Disabled to
 Pay the Debts due unto his Majesty, *In tender Consideration*
whereof, And for that your Orator cannot exactly prove
 the several Natures, Numbers, Kinds, Quantities or Values
 of the said Tithes or Things Titheable but only in Con-
 jecture, and therefore is Remediless save only in a Court of
 Equity before your Lordships, where your Orator well
 hopes the said Confederates will upon their Corporal Oaths

Confess the same, *To the End* therefore that the said Confederates may true and perfect Answer to all and singular the Premises, and particularly what Number of Acres of Pasture or Meadow Ground they Occupied and Possessed within the said Parish during the several Years aforesaid, And what the Rents or Yearly Values of the said Grounds so Possessed and Enjoyed were, And what Number of Cows, Sheep, and other Cattle they depastured on the same during the time aforesaid, And what Number of Calves they had Fallen, and of Lambs they had Yeaned, and what Quantity of Wooll they had severally Shorn and Clipped, And what their respective Tithes of Calves, Lambs, Wooll, Milk and Depasturing of Barren Cattle were yearly worth, And what other Tithes or Things Tithable they had and kept in each of the said Years within the said Parish, *And to the End* the Confederates may Discover whether Tithes in Kind, or Compositions are due in Lieu of Tithes, And what are the said Rates or Sums of Money, and for what Things and in what manner and at what times Payable, *And to The End* the said Confederates may Discover the Truth thereof, and Pay unto your Orator all and singular their Tithes and Duties due and in Arrear, as also their Tithes and Duties for the future as The same shall grow due so long as your Orator's Term shall continue, and may the said Confederates continue to be Occupiers of any Ground or Things Tithable within the said Parish, And that your Orator may be Relieved therein according to Equity and Good Conscience.

May it please your Lordships to Grant, &c.

A Bill in the Exchequer for Discovery of Assets.

Humbly Comblaining, Sheweth unto your Lordships, your Orator A.B. of &c. That whereas heretofore (that is to say) In or about the Year of our Lord &c. T.B. your Orator's Father did Make and Ordain his Last Will and Testament in Writing, and thereby, amongst other things, Did Give, Devise and Bequeath unto C.B. your Orator's Brother, the Sum of 100 l. of lawful Money of Great-Britain, to be paid within Twelve Months after his Decease, And of such his Last Will and Testament he the said T.B. did Make and Ordain your Orator his Executor, and shortly after Departed this Life, which said Will your Orator in due form of Law Proved, and took upon him the Execution thereof, And your Orator further sheweth unto your Lordships, That the said C.B. your Orator's Brother at the time of the Death of the said T.B. the Father being in Possession of a certain Farm called &c. Situate in &c. the which after the Decease of

of him the said *T.B.* Descended unto your Orator, He the said *C.* requested to continue Tenant thereof under your Orator at the Rent of *&c. per Annum*, which the said Farm was really Worth and Better, And thereupon your Orator as well to Gratify his said Brother rather than another, as also for and towards Satisfaction of the aforesaid Legacy of 100 *l.* to him the said *C.* due by Will of his and your Orator's said Father as aforesaid Did permit and suffer the said *C.E.* quietly to Enjoy the said Farm for and by the space of *&c.* at the said Rent of *&c. per Annum*, upon an Agreement with him for that purpose made by your Orator, out of which Rent the said *C.* was by the said Agreement to Deduct his said Legacy of 100 *l.* but your Orator did never receive the said Yearly Rent of *&c.* or any part thereof, of or from the said *C.B.* your Orator's Brother, or of, or from any Person whatsoever for him notwithstanding he Enjoyed the same from the time of the said Agreement until about *&c.* in the Year *&c.* being by the space of *&c.* Years and upwards, so that the Rent of the said Farm at the time of his the said *C.*'s death amounted to the Sum of *&c.* at the least, the Legacy of 100 *l.* aforesaid to him Bequeathed and Payable by your Orator as aforesaid being out of the said Rent incurred in the first place deducted, And your Orator further sheweth unto your Lordships, That the said *C.B.* his Brother wanting Money and being otherwise Necessitated in the World, did often repair to your Orator and desire his Assistance, which your Orator in a Brotherly manner often extended, And at his Request and for his Debt became bound with him and for his Use in divers Sums of Money, and more particularly your Orator in or about *&c.* in the Year *&c.* upon the Importunity of him the said *C.B.* and for his proper Debt did become Bound unto one *G.H.* in the Sum of 100 *l.* *&c.* with Condition there underwritten for the Payment of the Sum of 50 *l.* with Interest at some Day then to come and now long since past as by the said Bond, if your Orator had the same to produce, might more at large appear, From which Engagement and Suretyship the said *C.B.* did several times Promise to save him your Orator harmless, as in Equity and good Conscience he ought to have done, since which your Orator hath paid for several Years Interest of the said Sum of 50 *l.* the Sum of 20 *l.* and upwards, and is in danger of Paying the said Principal Money with Costs and Damages, unless Remedied therein by this Honourable Court, And your Orator further sheweth unto your Lordships That the said *C.B.* your Orator's Brother in or about the Month of *&c.* in the Year of our Lord *&c.* Departed this Life Intestate, And *E.F.* (his Fa-

ther in Law) soon after took out Letters of Administration of his Personal Estate, and by Virtue thereof possessed himself of All and Singular the Goods and Chattels, Rights, Debts and Credits late of him the said C. B. which were Appraised at the Sum of &c. But in Truth are of far greater Value, the said Estate being Concealed and Imbezzelled by him the said E. F. or by some other Person or Persons by or with his Knowledge, Privy or Consent, Whereupon he doth sometimes pretend and give out in Speeches, That he hath no Assets of the Intestate's Estate, wherewith he the said E. F. ought to satisfy your Orator what he is or may be out and suffer any ways by the Suretyship aforesaid by Damages or otherwise, *But now so it is, May it please your Lordships,* that altho' the said E. F. is privy to all and every the Matters and Things aforesaid, and the same are to him well known, As also that &c. And that the said C. was satisfied the aforesaid Legacy of 100 l. with a great Overplus as aforesaid, And he did Discharge your Orator of the said Legacy, yet the said E. F. doth refuse to reimburse your Orator out of the Personal Estate late of the said C. B. what he is out upon the Suretyship aforesaid or may suffer thereby contrary to the Intent and Meaning of the said Intestate, And of his Declaration in that behalf made, &c. *In tender Consideration* whereof, And for that your Orator cannot bring any Action at Law against the said E. F. upon &c. the same being made in private or before such Witnesses who are either Dead or in remote Parts beyond the Seas, so that your Orator cannot have them at any Trial to be had in any Action to be brought for the same, Nor can your Orator Discover at Law the Personal Estate of the said C. B. or any other the Premises aforesaid, whereby to gain Satisfaction for the Money due unto him as aforesaid from the said C. and which your Orator hath paid for his Debt as aforesaid, but in every of them is only Relievable before your Honours in Equity, *To the End therefore,* That the said E. F. may upon his Corporal Oath Set forth and Declare whether he were not Privy unto all and every the Transactions aforesaid between your Orator and the said C. B. his Brother, particularly whether the said C. B. did not hold &c. under your Orator, and that as well out of the said Rent of &c. *per Annum* which he ought to have paid for the same, he was to Deduct and to Acquit and Discharge the said Legacy of 100 l. as afterwards to Account for the Remainder and Overplus of the said Rent of &c. (the said Legacy being paid and satisfied) *And to the End* he the said E. F. his Administrator may do the same and satisfy your Orator out of the said Intestate's Estate the said Overplus, And also that he may

may in like manner set forth whether your Orator was not to his Knowledge, or as he hath heard, bound to the said *G. H.* for the proper Debt of the said Intestate, as before is set forth, And whether he the said *C. B.* did not &c. And to that End that he the said *E. F.* may set forth of what Estate the said *C. B.* died possessed, Or was any ways Interested in, and wherein the same did Consist, together with the true and distinct Values thereof, what of the said Estate hath come to his Hands, or is in any ways to him known; or that he hath any ways altered the Property of; and what Debts of the said Intestate he hath really and *bona fide* paid to any Person or Persons whatsoever, And to whom, and upon what Securities and Contracts, or Agreements really made, And to the End the said *E. F.* may also upon his Oath Set forth and Declare &c. And that your Orator may be Acquitted and Discharged of the said Legacy of 100*l.* and Satisfied the Remainder of the aforesaid Rent of the Farm by him the said *C. D.* Held and Enjoyed, As also that your Orator may be reimbursed what he is already out or that he may any ways suffer by reason of the Suretyship aforesaid, And that he may be Satisfied and Indemnified therein out of the Personal Estate late of him the said *C. B.* by him the said *E. F.* his Administrator Enjoyed and Received, And to the End he the said *E. F.* may true Answer make to All and Singular other the Premises aforesaid, And that your Orator may be Relieved therein according to Equity and Good Conscience,

May it Please your Lordships to Grant unto your Orator his Majesty's most Gracious Writ or Writs of Subpoena, &c.

A Bill in the Exchequer to Prove a Will.

To the Right Honourable, &c. —————

Dorset. Humbly Complaining, Sheweth unto your Honours your Oratrix *A. B.* of &c. Widow, and Orators *C. B.* of &c. and *D. B.* of &c. Sons of the said *A.* by *T. B.* aforesaid &c. Deceased, That whereas the said *T. B.* in his Life-Time and at the Time of his Death was and stood seized as of Fee-Simple of and in divers Messuages, Lands, Tenements and Hereditaments Situate and being in &c. And also, was Possessed and Interested in divers other Lands, Tenements and Hereditaments some for Years, and other for Lives, or for Years determinable on Lives situated in &c. aforesaid, And being so Seized, Possessed and Interested thereof and therein as aforesaid, And bearing an entire Love for your Oratrix as also for and towards your Orators *C. B.* and *D. B.* his Sons, He the said *T. B.* did on or about the Day &c. in the Year of our Lord &c. Make and Ordain his Last Will and

and Testament in Writing in these Words or to this Effect following, (that is to say) *In the Name of God Amen*, I T.B. of &c. being Weak of Body but of sound and perfect Memory, Do make this my Last Will and Testament in Manner and Form following, *First*, I Give and Devise, &c. *Item*, I Give, &c. *Item*, &c. (here set forth the Will *verbatim*) *In Witness* &c. The which said Will the aforesaid T.B. did Sign, Seal, Publish, and Declare in the Presence of &c. as by the said recited Will appears, And your Orators further shew unto your Lordships, That the said T.B. at the Signing, Sealing, Publishing and Declaring of the said Last Will and Testament as aforesaid, was of sound and perfect Mind, Memory, and Understanding, And that the said Will was duly Signed, Sealed, Published, and Attested, And that the said T.B. soon after the Making, Declaring and Publishing of the said Last Will and Testament departed this Life and all our Orators him survived, and are yet Living, And accordingly she your Oratrix A. did immediately after the Death of the said T.B. her Husband, Enter into and upon &c. to her Devised for her Life as aforesaid, The Freehold Reversion and Inheritance whereof expectant upon the Decease of the said A. doth by Virtue of the said Will severally belong unto your Orators and their Heirs in Manner therein mentioned and before set forth, And your Orators did not in the least Doubt but that they should quietly have Enjoyed the said &c. Estates therein accordingly. *But now* so it is, *May* it please your Honours, that L.B. Son also of the said T.B. the Testator, by a former Wife, doth now pretend and give out in Speeches, That the said Premises &c. so Deviled to your Oratrix for her Life, and the Reversion afterwards to your Orators C and D. in such Manner as is before set forth, was and were long before in some other Manner Settled and Conveyed, so that the said L.B. hath and pretends a Title thereunto, and can, when he pleaseth, Disturb any of your Orators in Possession of the said Premises or any Part thereof, And thereupon doth threaten to Enter upon the same and Oust your Oratrix from the Possession thereof, And to that Purpose he the said L.D. doth pretend that the said T.B. the Testator made not any such Will as your Orators have herein before set forth, And at other Times if he did make any such Will, yet he the said Testator was not of a Disposing Mind and Understanding at the Time of doing thereof, And at other Times that the said Will was not duly Signed, Sealed, Published and Attested, and so pretends that the Premises belongs to him the said L.B. as Heir to the Testator, And that the Personal Estate of the said Testator ought

to fall into an Administration, And that he the said L. B. ought to have his Share and Proportion thereof, All which Actings and Doings of him the said L. B. do not only tend to the Subversion of the true Will of the said Testator, but are contrary to all Right, Equity and Good Conscience, *In tender Consideration whereof*, And forasmuch as your Orators are Remodelers in the Premises at and by the strict Rules of the Common Law of this Kingdom, and have no Means to preserve and perpetuate the Testimony of their Witnesses to the said Will, or are any Ways relieveable in the Premises, save only in Equity before your Honours, *To the End* therefore that your Orator's Witnesses to the said Will may be Examined *in perpetuum rei Memoriam*, and their Depositions published, and may be made use of at any Trial at Law that may happen to concern the Title of the Premises according to the Custom and Usage of this Honourable Court, And that the said L. B. may true Answer make to all and singular the Premises, And that your Orators may be relieved therein according to Equity and Good Conscience,

May it please your Honours to Grant unto your Orators his Majesty's most Gracious Writ or Process of Subpoena, under the Seal of this Honourable Court, to be Directed to the said L. B. thereby Commanding him at a certain Day and under a certain Pain to be and appear before your Honours in this High and Honourable Court of Exchequer Chamber at Westminster, And then and there true and perfect Answer make to all and singular the Premises, And further, to Stand to and Abide such further and other Order therein as to your Honours shall seem meet.

And your Orators shall ever Pray, &c.

Note, These English Bills in the Exchequer, are Directed to the Chancellor and Under-Treasurer of his Majesty's Court of Exchequer at Westminster, the Lord Chief Baron of the Court, and to the rest of the Barons there; (the Chancellor, and Lord Chief Baron by Name :) And when a Lord is Chancellor and Under-Treasurer of the Exchequer, you are to begin your Bill, Sheweth unto your Lordships; but when that Station is filled by a Commoner, the word Honours has been generally used. These Bills also differ from Bills in Chancery, in that they have the Term and Date at ro, as *Termine Sancte Trinitatis Anno Regni &c. Offavo die Junij*, under it the Names of the Attornies in the Cause; and the County in the Margin.

*The PRACTISING ATTORNEY: Or,
An Answer in the Exchequer to a Bill for Re-
covery of Tithes.*

*The Answer of C D. Defendant to the Bill of Com-
plaint of A B. Complainant.*

Answers.

Mid. The said Defendant Saving to himself all Advantages of Exception to the several Incertainties and Insufficiencies of the said Bill of Complaint, For Answer unto so much thereof as this Defendant is advised is Material for him to make Answer unto, saith, That he believes that L B. Genr. did make some Lease unto the Complainant of the Impropriate Rectory of &c. in the Bill mentioned, But when the same was made, this Defendant doth not know, And this Defendant doth believe that at the Time of the Making of such Lease the Estate in Law of and in the said Rectory was not in the said L B. but in &c. who had some Mortgage thereof, and had before Entered on the same, or in some other Person, as this Defendant hopes to Prove, And believes that the Complainant had no good Title to the Tithes of the said Rectory by colour of the said Lease, And this Defendant doth Confess that for the Time in the said Bill set forth he did Hold and Enjoy the Close of Ground in the said Bill mentioned, called &c. containing &c. as in the Bill is set forth, But this Defendant doth Deny that the Complainant ought to have any Tithes for the same, for that above two Years since before the pretended Lease made to the said Complainant, as this Defendant hopes to Prove, he this Defendant did take a Lease of the said Close, Tithe-Free and Tax-Free for the Term of &c. from &c. at and under the yearly Rent of &c. Which this Defendant did agree to pay in Consideration the said Land was to be discharged of Tithes and Taxes, which this Defendant was Advised it would be by the said Agreement, in regard the said &c. as was owned by the said L B. had both the said Rectory and Land in him, And this Defendant doth say, That for the Time in the Bill mentioned, he had not from any of the said Land above &c. Loads of Hay, Part only being Mowed thereof, And that the said Hay was worth about &c. a Load and not above, And this Defendant in the said Time Fed and Depastured in the said Land only five Milsh Cows, whereof he might have five Calves, and not above eight Sheep; for which Cows, in case Tithes had been payable to the Complainant for the said Land, there would have been due but &c. that is to say &c. according to the ancient Custom used Time out of Mind within the Parish of &c. in the said Bill mentioned, And the five
Calves

Calves, one with another, were not worth above &c. And for the said eight Sheep this Defendant did buy the same about the Beginning of the Winter, and Tithes Wooll and Lamb thereof were paid in Kind the Year following, And this Defendant doth say, That he at first conceiving that the Complainant might hath some Claim to the Tithes of the Rectory, as he pretended, he the said Defendant did for the Time in the said Bill pay unto the said Complainant all his Tithes which did arise elsewhere in the said Parish, Except only upon the said Close, which this Defendant did not pay for the Reasons aforesaid, And in regard this Defendant paid for the same in his Rent, And this Defendant denieth all Manner of Combination in the said Bill charged with any Person or Persons whatsoever, *Without that*, that any other Matter or Thing in the said Bill of Complaint contained Material for him this Defendant to make Answer unto, and not herein and hereby sufficiently Answered unto, Confessed and Avoided, Traversed or Denied, is True, in such Manner as the same is and are therein and thereby set forth and alledged, All which Matters and Things this Defendant is ready to Aver and Prove as this Honourable Court shall Award, And humbly Prays to be hence Dismiss'd with his Costs and Charges in his behalf unjustly sustained.

Jur. die &c. Anno Domini
 &c. coram. H W.
 R S.

*An Answer in the Exchequer relating to a Will,
 and Trusts, &c.*

The several Answer of the Right Honourable C D. of &c. one of the Defendants to the Bill of Complaint of the Honourable A B. Esq; and E B. his Wife Complainants.

This Defendant saving and reserving to himself all Benefit and Advantage of Exception &c. For Answer &c. he saith as followeth, And first this Defendant saith, That he believes it to be true that the Complainants A B. and &c. Inter-married, And that &c. And this Defendant saith, That it may be true that the Right Honourable F. late Lord D. did in the Month of &c. in the Year &c. make some Settlement for the Paying of his Debts, But this Defendant doth not know or believe that he is concern'd as a Trustee in that Settlement, neither doth he know what Lands are contained in the said Deed, nor what Trusts are thereby Declared, if such Deed there be &c. And this Defendant also saith

saith that he is a Stranger to the Will of the deceas'd T B. and knoweth nothing of the Contents thereof, But this Defendant Confesseth that he hath been inform'd there was some Deed of Covenant Executed by &c. in or about &c. to this Defendant and some other Persons whereby he did Covenant to Levy a Fine *Sur-concessit* to the said Covenantors and their Heirs for his own Life of divers Mannors, Messuages, Lands, Tenements and Hereditaments therein mentioned which was for such Intent and Purpose and upon such Trusts as &c. should Declare, Limit or Appoint, And this Defendant Confesseth that he hath been Informed that one or more Fine or Fines were accordingly Levied by the said &c. And that the said Trust of the said Fine or Fines was Declared, Limited, and Appointed by &c. But what Lands or Estate was contained either in the said Deed of Covenant or in the said Fine or Fines Levied as aforesaid, this Defendant cannot set forth, For that he neither hath any Copy of the said Deed or Fine by him or ever had, And this Defendant doth not know what the Trusts were that were Declared, Limited or Appointed upon the Estate by the said &c. having never to his Remembrance seen the same, or ever had any Copy thereof, *But whereas*, the Bill, Charges, &c. That was a Mistake &c. and it was well known in the Complainant's Family to be a Mistake, And this Defendant saith &c. is now Dead, but this Defendant cannot tell whether he this Defendant be the only surviving Trustee for the Lands contained in the said Fine *Sur-concessit*, But saith that he this Defendant did never receive or intermeddle with any the Rents, Issues or Profits of that Estate or any Part thereof, Neither doth he know of what yearly Value the same Estate is that is comprehended in the said Fine, nor how much hath been Raised thereout by &c. or otherwise, but believes the yearly Rents and Profits were had and taken since the Creation of that Trust by the other Defendant the &c. or his Agents for his Use, who he also believes hath given Satisfaction to all or most of the Parties interested or concerned in that Trust, And this Defendant doubteth not but the said &c. will give the Complainant an Account of and Satisfaction for such Part of the Profits of the Estate comprehended in the said Fine as he is intitled unto in case he be entitled to any, And this Defendant hopeth he shall not be Involved in any Account, he never having received any of the Profits of any of the Estates mentioned in the Bill, And this Defendant saith, That he hath been inform'd that the Defendant &c. hath made an Agreement with the Complainant

plaintants touching all the Matters they or either of them
involve themselves to by this Bill, *Without that, that &c.*

Capit' suit hac Respons. apud &c. —

Die &c. coram nobis

G D.

J C.

J A.

**A Plea and Answer in the Exchequer, concerning a
Statute.**

The joint and several Answer of, &c. to the Bill of
Complaint of, &c.

These Defendants by Protestation, not confessing or ac- *Pleas, and*
knowledging all or any the Matters or Things in the Com- *Demonstrata.*
plainants Bill of Complaint, contained to be true, in such
Manner and Form as the same are thereby set forth, They,
these Defendants say, and every of them saith, That as to
that Part of the Complainants Bill, which is to be relie-
ved against a Statute of 500 l. therein mentioned, to be
entered into by one E. E. late of &c. and unto &c. which
hath been extended upon one Messuage, &c. of him the said
Complainant, in &c. in the Bill mentioned, These Defen-
dants for Plea thereunto say, That they having &c. did,
by certain Articles &c. And he the said Complainant did
thereby Covenant &c. as in and by the said Articles of A-
greement, under the Hand and Seal of the said Complainant,
in due Form of Law Executed, ready to be produced to this
Honourable Court, and to which these Defendants refer
themselves, relation being thereunto had, more at large
may appear. And these Defendants farther say, and every
of them saith, That the said Complainant, by his now Bill
of Complaint, seeking to be relieved as well upon the Ori-
ginal Matter against the aforesaid Statute and Extent,
as also against the aforesaid Articles of Agreement, upon
a pretended and supposed Fraud and Practice in the gain-
ing and obtaining thereof by them these Defendants; which
said Articles these Defendants humbly conceive, conclude
and set aside all Differences between him the said Com-
plainant and them these Defendants, concerning the afore-
said Matters, as to these Defendants and every of them, as
to for and concerning the aforesaid Statute of 500 l. and
the Extent and *Liberate* thereupon, and all things having
Relation unto or Dependence upon the same, which in
the said Bill of Complaint are Charged against these De-
fendants, as they humbly Conceive, and are Advised by
their Council that they may: And they, these Defendants,
do plead the said Articles in Bar to so much of the said
Bill

Bill of Complaint as concerns the same, and abide in the Judgment of this Honourable Court, whether They, or any of them shall further or otherwise be Compelled to Answer to that Part of the said Complainant's Bill of Complaint, And the rather, for that these Defendants and every of them, for Answer to the other Matters contained and charged against them by the said Bill of Complaint say, That the Complainant &c. And these Defendants further say, That they were so far from Surprizing or having any Thought of taking Advantage of the Complainant, that &c. And these Defendants Deny that they made any other Agreement with the said Complainant touching the Premises, than is Expressed and Contained in the said Articles: And these Defendants further say, That after the Entering into the said Articles and by the Time limited, these Defendants hope to Prove, they did on their Parts Perform, and still are ready to Perform the same, And these Defendants do farther Deny all manner of Combination whatsoever, and also that they these Defendants, or any of them before, upon, or at any time since the said Articles, did any ways Confederates themselves with &c. in the Bill named, as is pretended, &c. But these Defendants have Reason to believe the same was or were transacted and done by Contrivance between him the said &c. and the said Complainant, and on purpose that he the said Complainant might thereby have some Colour or Pretence to Cavil and Avoid the said Articles so by him Entered into as aforesaid, And these Defendants confess they have Sued the said Complainant upon the said Articles for Breach thereof, he not paying, &c. as thereby was Covenanted, And these Defendants having fully Performed the same on their Parts, as aforesaid, and offering, and being ready yet to Perform the same, And these Defendants say, that they did, &c. And further, these Defendants humbly conceive (under favour of this Honourable Court) they ought not to do, nor will this Honourable Court, as they hope, think it reasonable or necessary to Compel them to do the same, the said Complainant raising doubtful and needless Speeches wherein these Defendants are not at all concerned, *Witness that, that, &c.*

A Demurrer to Pleadings in the Exchequer.

The joint and several Demurrer of C.D. and E.F. Defendants to the Bill of Complaint of A.B. Complainant.

The said Defendants by Protestation, &c. For Demurrer thereunto, or so much thereof as these Defendants are
 Advised,

Advised they need not Answer unto, They these Defendants say, That there appeareth no Matter of Equity charged in the said Bill for the principal Matters for which the said Complainant seeketh Relief thereby, but that the same is Exhibited to Perplex and Charge the said Defendants causelessly, for that he the said Complainant may have and take his Action at Law against these Defendants for all and every of the Matters and Things he Complains of in and by his said Bill of Complaint, And may thereupon Recover what he pretends is due to him for any the Matters and Things by him in his said Bill set forth, And these Defendants for farther Demurrer say, That the said Complainant's Bill is not only void of Equity, but (as these Defendants are informed) full of Scandalous Charges and Suggestions against these Defendants, For which cause these Defendants do Demur and Abide the Law, and humbly Crave the Judgment of this Honourable Court Whether They shall be Compelled to Answer, &c.

A Replication in the Exchequer.

The Replication of A. B. Repliant to the Answers of C. D. and E. F. Defendants.

The said Repliant saith, That he will Avow, Justify, *Replication* Maintain and Prove his said Bill of Complaint and all and *ons.* every the Matters and Things therein contained to be Just, True and Sufficient in the Law for the Defendants to Answer unto, And that the Answers of the said Defendants are very uncertain, untrue, and insufficient in the Law for this Repliant to Reply unto, Nevertheless all Advantages and Benefit of Exception to this Repliant Saved and Reserved, this Repliant says, That &c. which this Repliant doubteth not to prove to this Honourable Court, altho' these Defendants do most falsly Deny it by their Answer contrary to their own Knowledge, And they the said Defendants likewise well know that &c. all which is likewise well known to the Defendants, And this Repliant saith, it is true that the Defendants did send to the said &c. to pay this Repliant 100 l. as in the Answer is set forth, But when the same was Demanded, the said &c. answered, That he did not owe the Defendants so much Money, and refused to pay the said 100 l. or any part thereof, *without that*, that the said Defendants have been put to above 500 l. Charge concerning the said Premises since the Differences happened between &c. as in the Bill is to Admiration alledged, For this Repliant saith, that he hath heard the Defendants could not spend &c. in the said Suit, &c. And this Repliant saith, that &c. But on the contrary this Repliant hopeth

The PRACTISING ATTORNEY: Or,

hopeth to Prove that &c. *Without that*, that any other Matter or Thing in the Defendant's Answers contained Material or Effectual in the Law for this Repliant to Reply unto, and not herein or hereby well and sufficiently Replied unto, Confessed and Avoided, Traversed or Denied, is true to the Knowledge of this Repliant, All which Matters and Things he this Repliant is ready to Aver and Prove as this Honourable Court shall Award and humbly Prayeth as in and by his said Bill of Complaint he hath already Prayed.

An Order of the Exchequer for putting off a Hearing

Ex parte Remem^rac Regis.

Termino Sancti Michaelis Anno Nono Regni Regis
Georgij Lunæ viceffimo Septimo die Octobris

Inter A B. Ar^r & alⁱ Quer^r & C D. Bar^r & alⁱ Defend^r.
Per Billam Anglicanam.

Orders.

Upon opening of the Matter this present Day unto this Court by Mr. ——— being of the Defendant's Council, and upon producing of an Affidavit made by one &c. whereby it appeareth that on &c. last he served &c. being a material Witness for the Defendants in this Cause with the Commissioners Summons to appear at a Commission then to be Executed between the said Parties the Day &c. of the same Month, at which time the said &c. was in Custody in the County Goal of &c. and could not come to the Commission, yet the Plaintiff hath since got the Cause to be set down to be heard this Term, And therefore it was Prayed that the Hearing might be put off, and the Defendants have a Commission to Examine their said Witness returnable the next Term, Which is Ordered accordingly, unless the said Plaintiffs or their Attorney in this Court having Notice thereof shall within four Days after such Notice shew unto this Court good Cause to the contrary.

D. Rem. Regis.

Per &c.

Certificate being made, that no Cause is shewed against this Order, for any Thing appearing in the Time limited, the Cause is Deferr'd till the next Term, when it is Heard and Determined by Decree or otherwise.

THE

Of Bonds and Conditions

A Bond is defined to be a Debt in Writing, whereby one Person binds himself to another, to pay a sum of Money, or perform some other Act or Thing: And it is contracted by the giving of two the Obligation, whereby the Party is bound; and the Condition, which expresses the Money to be paid, or Act to be performed, and the

PRACTISING ATTORNEY:

OR,

LAWYER'S OFFICE.

PART III.

The Attorney's PRACTICE in CONVEYANCING, with PRECEDENTS of Leases, Mortgages, Assignments, Releases of Lands, Settlements, &c.

HAVING done with the several Courts of Justice at *Westminster*, the *King's-Bench*, *Common-Pleas*, the *Chancery* and *Exchequer*, with every thing incident to them; I am now to enter upon the *Practice of Conveyancing*, which is one of the most Profitable and Reputable Branches of the Business of an Attorney: And the *Laws* under this Head, I shall treat of in the best manner I can, beginning with Bonds, Conditions, Letters of Attorney, &c. and so proceeding to larger Deeds, such as Gifts, Grants, Leases, and concluding with Conveyances, Settlements, and Wills.

Of Bonds and Conditions.

Bond defined.

A Bond is defined to be a Deed in Writing, whereby one Person doth bind himself to another, to pay a Sum of Money, or perform some other Act or Thing: And it consists, as it were, of two Parts; the Obligation, whereby the Party is bound; and the Condition, which expresses the Money to be paid, or Act to be perform'd, and the Time for Performance.

What Bonds good, and not.

Infants, Feme Coverts, &c. are incapable to enter into Bonds; and if a Woman, through Flattery or Threats, be prevail'd upon to sign a Bond, the Chancery will give Relief. If a Bond has no Date, or a false Date, if it be sealed and delivered, it is good: It may be also good, tho' it contains false Latin; but if the Words, at the end of the Condition, *That then this Obligation to be void*, be omitted, the Condition will be void; but not the Obligation, which in this Case remains single. 10 Co. 33.

Thing done to be lawful.

The Conditions of Bonds must be to do a Thing lawful, and possible; as for Payment of Money, Delivery of Goods, making a Release, Surrendring an Estate, performing a Will, standing to an Award, &c. but when the Matter or Thing to be done, is unlawful or impossible; or the Condition is repugnant, insensible, or incertain, the Condition is void, and in some Cases, the Obligation likewise. And if a Thing be possible at the Time of making the Obligation; but afterwards, by the Act of God, of the Law, or the Obligee, becomes impossible; the Obligation also becomes void. 10 Co. 20 Dy. 51.

Time and Place for Performance of Conditions.

If no Place is mention'd for performing a Condition, the Obligor on pain of forfeiting his Obligation is to find out the Person of the Obligee, if he be in England, and tender the Money; otherwise the Obligation will be forfeited: But where a Place is mentioned, he is not obliged to seek any further. If no Time is appointed in a Bond for Payment of the Money, it is Due presently: And if a Condition be rendered impossible, in respect to Time, as to make Payment on the 30th of February, &c. whereas there is no such Day, it shall not avoid the Duty which is presently to be paid: But where an Obligor is to do a sole Act without Limitation of Time, and this Act is to be done at a certain Place, as to go to Rome, &c. he hath Time during Life for Performance: If the Concurrence
of

of the Obligee be requisite, it may be hasten'd by Re-
quest. 1 Inst. 206. 1 Roll Abr. 437.

Where several Days are appointed for Payment of Money, they, the Obligation is not forfeited until all the Days are past; but in some Cases the Obligee may prosecute for the Money due by the Bond presently, tho' it be not forfeit. In Bonds, where several Persons are severally Bound, the Obligee may sue all the Obligors together, or all of them apart, and have several Judgments, tho' he shall have Satisfaction but once: In a joint Obligation they must be sued all together. Co. Lit. 208. Dy. 19. 316.

An Heir is not bound, unless he be expressly named in the Bond; but the Executors and Administrators, who more represent the Person of the Testator, are bound tho' not named: And they may take advantage of a Chattel when not named, and the Heir is. Dy. 14.

Of Conditions, and Covenants, in Deeds.

A Condition in a Deed, is when any thing is refer'd to an uncertain Chance, which may happen or not happen: It may be annex'd to any Estate, whether in Fee Simple, Fee Tail, for Life, or Years; and may be contain'd in the same Deed by which the Estate is made, or it may be in another Deed sealed and delivered at the same time. But in this last Case it is properly called a Defeazance.

There are two sorts of Conditions; one express'd by Words, and call'd a Condition in Deed, as where a Man makes a Lease for Years, reserving Rent, with Proviso that if the Lessee fail in Payment, that then it shall be lawful for the Lessor to Enter: And a Condition in Law, as when a Man grants to another the Office of Steward, &c. for Life, the Law implies a Condition, that if he do not truly execute his Office, the Grantor may Discharge him. Co. Lit. 201, &c.

Conditions are good to enlarge, or limit Estates, where there is a precedent Estate, as a Foundation to erect the subsequent Estate upon. Conditions to create Estates shall have a favourable Exposition; but if to destroy or restrain an Estate, they will have a contrary Construction.

No Man may annex a Condition to an Estate but he that doth create the Estate; and no one can reserve the Power of Re-entry upon breach of a Condition to any other but himself, his Heirs, Executors, &c. Parties, and Privies, in Right and Representation. 1 Co. 83. Hob. 13. Co. Lit. 214.

They run with the Land, when void. A Condition runs always with the Estate, and binds in whomsoever's hands it comes. But a Condition to restrain a Man from doing that which is Incident to his Estate, is void: A Man seised in Fee may make a Lease for Life or Years, with Condition not to Alien during the Term; (but in a Feoffment in Fee, such a Condition will be void, for the Law gives a Tenant in Fee power to Alien) and when a Chattel is sold for the whole Term or Interest of the Grantor, with such a Condition, the Sale is absolute, and the Condition void for Repugnancy.

Covenant. As to Covenants, a Covenant is the Agreement of two or more to do some Act. And there is also a Covenant in Law, and a Covenant in Deed. If a Man Demise Lands to another for a Term of Years, the Law implieth on the Lessee's Part, that he shall peaceably enjoy his Lease, during his whole Term: A Covenant in Deed, is that which is expressly agreed and inserted between the Parties. In an express Covenant for peaceable Enjoyment, the implied one is gone.

Covenants
some of
must be to
do Acts
lawful. Covenants in Deeds are likewise Real or Personal; Real, when a Man obliges himself to pass Lands, Personal, where a Man Covenants with another to build him a House, serve him, &c. And the Use of a Covenant is to bind a Person to do something *in futuro*; and therefore it is for the most part Executory. It must be for performing what is Lawful, and Possible, or it will be void. Any one that is Party to the Deed, to whom the Covenant is made, may take Advantage of it, but no Strangers: Executors and Administrators may have the Benefit of Inherent Covenants tho' not named; as if a Man Covenant to pay another Money at such a time, without saying to him, his Executors, &c. If he die before the Day, his Executors, &c. will be intitled to the Money. Executors are also bound by Inherent Covenants. *Dyer 112.*

Who have
Benefit of
Covenants. In Covenants to Repair, which are Covenants running with the Land, the Heir altho' he be not named shall have the Benefit of it. In Covenants Inherent, such as concern the thing granted, and tend to support of the Estate; Grantees of Reversions have the like Remedy against Termors, for any Covenant contain'd in their Lease, as the Lessors, and their Heirs, &c. And regularly every Assignee of the Land may take Advantage of Inherent Covenants, to Repair, have Estovers, &c. *2 Lev. 92. 3 Co. 16.*

Where

Where a Man is Party to a Deed, his Agreement to *What a* pay, without the formal Words, Covenant, Grant, &c. *amounts to* amounts to a good Covenant. All Covenants must in a *Cove-* Time and Place be exactly Perform'd. And a Covenant *is not* is no Duty, nor any Cause of Action till Broken.

Of Letters and Warrants of Attorney.

A Letter of Attorney is an Authority given to another *Letter of* Person to do something in his Name; as to receive Mo- *Attorney* ney, &c. And a Warrant of Attorney is of the same Na- *what.* ture, but generally apply'd to Law Proceedings.

These Instruments commit the full Power and Autho- *Power gi-* rity of the Makers of them to the Attorney, to accom- *ventherby.* plish the Act intended to be perform'd. And sometimes Letters of Attorney are revocable, and sometimes not so: But when they are revocable, it is usually a bare Authority only. They are irrevocable when Debts, &c. are absolutely assign'd to another, in which Case the word Irrevocable is commonly inserted.

A Man may limit his Power as strictly as he pleases by *When Au-* his Letter of Attorney, and if the Attorney, exceed the *authority ex-* Authority committed to him, it shall in most Cases *ceeded.* make void the whole Act: If A. B. makes a Power of Attorney to C. D. to deliver Livery and Seisin in the Capital Messuage, &c. and he does it in another part of the Land, &c. the Act of the Attorney, to execute the Estate, is void; for these Authorities receive a very strict Interpretation as to the Conduct of the Agents. *Plowd. 475.*

If a Warrant of Attorney be to enter Judgment as *of Warrants* such a Term, or any Time after, the Attorney may enter *of Attorney.* it at any Time during Life; but without those Words, the Judgment must be entered the Term express'd in the Warrant: And if no Term be mention'd, it may be intended the next Term. *1 Mod. 1.*

If one gives Warrant of Attorney to Confess a Jdg- *To confess* ment, and dies before it is confess'd, this is a Counter- *Judgment,* mand of the Warrant: And if a Feme-Sole gives War- *&c.* rant of Attorney to confess Judgment, and marries before it is entered, the Warrant is also Countermanded. *1 Vent. 310. Salk. 399.*

Of Releases, and Discharges.

Release defined.

A Release is the Giving up, or Discharging of the Right or Action which a Man hath, or claimeth against another: And it is otherwise meant a Conveyance of a Man's Interest or Right, in Lands, Tenements, &c.

What may be released. Sorts of Releases.

All Actions Real, Personal, and Mixt, may be Discharged by Release. Debts, Legacies, &c. may be Released, before or after they become Due. Judgments and Executions may, by apt Words, be Discharged by Release. A Release of *all Actions*, bars all Actions, Suits, Bonds, Statutes, &c. the Cause of Action subsisting at the Time of Executing the Release: But this Release will not bar Executions, or Writs of Error, Covenant before broken, &c. A Release of *all Debts*, Discharges all Debts upon Specialties, Executions, &c. A Release of *all Duties*, Discharges all Actions, Judgments, Executions, Obligations, Rents, Services. By a Release of *all Quarrels*, all Actions Real and Personal, and Causes of such Actions are said to be Discharged. And a Release of *all Demands* is the most Extensive and Effectual Discharge of any, including in it most of all the others. *Co. Lit.* 286, 291. *Dy.* 36.

The Force of Releases.

A Release to one Obligor, where several Persons are Bound in an Obligation, will Discharge the others. A Release by a Lord to one Joint-Tenant, shall extend to both of them: And if two Persons commit a Trespass, the Release of one Trespasser shall Discharge the other. If a Promise be of two Parts, and the Person to whom the Promise is made Releases one Part, this will amount to a Release of the other Part. *Co. Lit.* 232.

Release in Law.

A Creditor being made Executor; or if the Creditor being a Woman, Marries the Debtor; in both these Cases the Debts are Released in Law: And in the first Case, the Executor may retain Goods of the Testator sufficient to satisfy him his Debt. But if an Obligor be Administrator of the Goods and Chattels of the Oblige, this will not amount to a Release in Law. *Co. Lit.* 264.

Rent.

If a Rent be behind 20 Years, and a Release is given for the last Year due, all the rest of the Rent in Arrear is presumed in Law to be satisfied. *1 Inst.* 373.

Of Articles of Agreement, &c.

Articles of Agreement are Made and Enter'd into, to Articles, Ascertain what is mutually Agreed upon between the Parties for what ties to them: And may be for the Sale of Estates, Per- made. formance of Work, Service, or any other Thing, in Con- sideration of a Sum of Money, &c. But it is always safest to have Bonds, in sufficient Penalties, for Perfor- mance of these Articles.

All Agreements are generally Governed by the Inten- Intention tion of the Parties, not to Work a Wrong: The Intent of Agree- is the Chief Thing to be Regarded; and if by any Act or means be Accident (not arising from the Party himself who might serv'd. take Advantage of it) the Agreement cannot be performed according to the Words of it, the same is to be Performed as near to the Intention as may be. *Plowd. Com. 290.*

Agreements not to be Perform'd in the Space of a Year, What Re- are to be put in Writing, or they will not be Binding to quifites ob- the Parties that make them. And to a Contract or Agree- serv'd in d- ment for the Sale of Goods of Ten Pounds Value, it is re- agreements. quifite that the Buyer actually Receive Part of the Goods Sold, Give something in Earnest, or that some Note be made thereof in Writing, and Sign'd by the Parties. *Stat. 29 Car. 2.*

A Shilling or a Penny Given in Earnest, and Accepted Earnest by the Seller, will Confirm any Agreement for the Sale given. of Goods, &c. tho' of never so great Value.

Of Bargain and Sale of Lands and Goods.

A Bargain and Sale, Grants and Transfers Lands, and Bargain Tenements, from one Person to another, for a Valuable and Sale, Consideration. And a Bill of Sale, is an Instrument used its Nature. for Transferring the Property of Goods.

Where Lands are Conveyed by Bargain and Sale, there Of Lands, must be a good Consideration given; (and for Valuable and Goods. Considerations, a competent Sum of Money, &c. are good Considerations.) And where the Freehold is to pass, In- rollment is necessary within Six Months, according to the Statute 27 H. 8. and it needs no Livery of Seisin, &c. to perfect it: A Bargain and Sale of Goods and Chattels, may be made without Consideration, or Inrollment; but must have Livery and Seisin. *5 Co. 1. 2 Cro. 240.*

What granted by Bargain and Sale. Lands, Tenements, &c. may be Granted by Bargain and Sale, in Fee-Simple, Fee-Tail, for Life, &c. But this Deed is usually made of Lands in Fee-Simple. If Lands are Convey'd in Consideration of Money only, the Deed must be Inrolled to perfect it; but if for Money and Natural Affection, the Land will pass without Inrollment. Neither the Death of Bargainor, or Bargainee, before Inrollment, shall hinder the Passing of the Estate: But, until a Deed is Inrolled, the Estate of the Freehold is in the Bargainor. *Hob. Rep. 136. 2 Cr. 31.*

Consideration of Deeds, to be proved. If a Deed of Conveyance express a Consideration of Money upon a Purchase, this is no Proof, upon the Trial, that the Money expressed was really Paid; but Proof of it must be actually made by Witnesses: And yet, where Money is mentioned to be Paid in a Bargain and Sale, and in Truth no Money is Paid, some of our Books tell us this may be a good Bargain and Sale; because no Averment will lie against that which is expressly affirmed by the Deed. *Stil. Rep. 370. Dy. 90.*

Operation of Bargain and Sale. A Man Bargains and Sells his Land to another, for Money, or other good Consideration, and no Mention is made to him and his Heirs, yet this is a good Fee-Simple, where the Person that Grants the Lands hath such an Estate. If Tenant for Life Bargains and Sells his Lands, by Deed Inroll'd, it is a Forfeiture, altho' no Fee-simple passeth. A Bargain and Sale of Land for Money cannot be to one Man, to the Use of another; but it must be to the Use of the Bargainee only. *Stat. 27 H. 8. 4 Leon. 251. Shep. Assur. 510.*

Estates pass'd. A Bargain and Sale Inrolled, passes not only the Freehold of Lands, but also Reversions and Remainders: Warranty and Covenants may be inserted in this Deed, but it is good without any such Addition. *8 Rep. 93.* It must be by Deed Indented.

A Deed is Inrolled after this manner.

Memorandum quod Die, &c. isto eodem Termino coram Domino Rege apud Westm. venit A. B. de, &c. in propria Persona sua, &c. protulit hic in Cur' dicti Domini Regis, nunc coram ipso Rege apud Westm. quandam Indenturam quam Cognovit esse Factum suum; Et petiit quod Indentura illa in Curia Domini Regis nunc coram dicto Domino Rege apud Westm. de Recordo Irrotuletur, Et Irrotulatur in hac Verba quæ sequitur Forma, scilicet. This Indenture made, &c. (Here insert the Deed Verbatim.)

Then

Then Indorse on the back of the Deed,

Irrotulatur in Curia Domini Regis coram ipso Rege apud Westm. de Termino Sanctæ Hillar' &c. Anno Regni Dom' Georgii nunc Regis Magn' Britann' &c. — 9^o Rot'lo, &c. —

If Acknowledged before a Judge, the Indorsing is thus :

Cognir' Die, &c. Anno 9^o Georgii Regis coram me.

J. P.

Of Gifts, Grants, and Exchanges.

A Deed of Gift, as a Bargain and Sale, passes either *Nature of* Lands or Goods. And the Principal Thing to be observ'd *Gifts, and* in these Deeds, is, that there be no Fraud in the Case; *their Qua-* for if any such Deed be made of any Thing, with Intent *lities.* and of Purpose to Defeat Creditors of their just Debts, &c. the Law adjudgeth this Deed void, as to and against such Creditors; but as to the Party that makes it, and all others, it is good. When a Man is Married to a Woman, the Law gives all the Goods of the Wife to the Husband: And if a Man be made Executor, the Law appoints him the Testator's Goods; but in the first Case, the Husband is liable to the Wife's Debts; and in the latter, the Executor to the Debts of the Testator. If a Man make Apparel for another, and put it on him to Use and Wear, this amounts to a Gift or Grant in Law of the Clothes. Co. Lit. 351, &c.

Gifts and Grants are said to be generally alike in Na- *Grant,* ture and Power: A Deed of Grant, is a Conveyance or what, and Gift of such Incorporeal Things as lie in Grant, and not *Requisites* in Livery; and cannot be Given or Granted by Word to it, *Grant-* only, without Deed. In every good Grant or Gift, there *tees, &c.* must be a Grantor or Donor able to Grant; a Grantee or Donee capable of the Thing granted; the Thing granted is to be Grantable, and granted in that Manner the Law requires; and there must be an Agreement to, and Acceptance of the Grant made, &c. An Infant may be a Grantee; but at his Age he may Agree or Disagree to his Grant. Grants made by Persons, *non Sana Memoria,* are good against themselves, but voidable by their Heirs, Executors, or those as have their Estates. Persons Attainted of

of Treason, &c. may make Grants, binding to all Persons but the King and Lord of the Manor: And for Relief in Prison, they will be good against them. *Co. Lit. 73. 2 Perk. Sect. 4, &c.*

The particular Operation of Grants.

In Grants, the Grantee himself, and not a Stranger, ought to take by the Grant: A Reversion may be granted as well as a Possession; and when the Use of a Thing is granted, all is granted necessary to enjoy such Use. If a Grant be made to a Man and his Heirs, tho' the word Assigns be omitted, he may Assign it at his Pleasure; for the word Heirs includes Assigns. Grants ought to be of Things certain; but if a Grant be made of a Horse in a Stable, where there are several, and no particular one is mentioned, in such Case the Grantee may chuse his Horse. One Executor, &c. may Grant or Sell the Goods of the Deceased, and bind all the rest. *Perk. Sect. 26. 31. 1 Sand. 322, &c.*

When good, and not so.

Every Grant must be of Things certain, and not of imperfect or future Interests: It shall be taken most strongly against the Grantor, and in favour of the Grantee. Grants may be set aside for Incertainty, Impossibility, being against Law, on a wrong Title, &c.

Exchange, what.

An Exchange is where a Man is seised or possessed of certain Lands, and another Man is seised or possessed of certain Lands, they by Deed Exchange their Interests, so that each shall have the other's Land. Both the Estates granted in Exchange must be Equal; as Fee Simple for Fee Simple, Life for Life, a Term for the like Term, &c. But the Things Exchanged need not be of one Nature, or of Equal Value: And in every Exchange is implied a Condition of Re-entry upon all the Lands given in Exchange, if either of the Parties are Ejected of the Lands granted them, or any part thereof. An Exchange hath this Effect; it gives the Interest, and alters the Property of the Thing Exchanged to either Party according to Agreement, provided there is no Ejection of either side. *4. Rep. 121.*

Binding Quality, &c.

Exchanges void.

An Exchange made between a Tenant in Tail and another of unequal Interest, is not void, but voidable; for it may be good against him during Life, tho' his Issue afterwards at full Age may affirm or avoid it. If a Fee Simple be Exchanged for a Fee Tail, or Fee Tail General for Tail Special, &c. the Exchange is void.

Of Leases of Estates and Interests.

A Lease is a Contract put in Writing for a Temporary Lease, Enjoyment of a real Thing, under a certain Rent, and *what*. such other Conditions and Agreements as are mutually agreed upon: It also signifies a Demise of a Messuage, &c. to another for a less Time than he that doth Let the same, hath in it.

Land, Houses, and generally all Profits arising by *What* Culture of Man, or spontaneously, whether it be on the *Things* Surface of the Earth, as Grass, &c. or hid in the Bowels *Leased*, thereof, as Mines, Quarries, may be Leased: But *e-and for* very Thing that may be Leased, must be such into *what* which the Lessor may Enter and Distrain for his Rent. *Terms*. Leases are either for Life or Years; those made for Life, are called *Freehold*, and require Livery of Seisin; Leases for Years are called *Chattels*, and go to the Executors, &c. A Lease for One Thousand Years is but a Chattel; and a Lease may be made for Ten Thousand Years. *Dyer* 276.

A Lease may be made for Weeks, Months, Quarters, *Commence-* &c. until such a Term is expired: And some Leases be *ment, &c.* gin presently, others at a Day to come. But all Leases *of Leases*. for Years are to have a certain Beginning and Ending; either by an Enumeration of a certain Term of Years, or by Reference to something whereby it may be reduced to a Certainty. A Lease for Years may commence from *Christmas* next, three or ten Years after, or after the Death of the Lessor, &c. Where a Lease is made to one for Years, or for a Term determinable upon Lives; and afterwards a Lease is made to another of the same Land, to hold from the Expiration of the former Lease, this is a good Lease, and certain enough: So if a Lease be granted to one Man for Life, and after the Reversion is granted to another for Life, when by Death, Forfeiture, &c. it shall become void, this is a good Lease.

Permitting Houses to decay, cutting down Timber-*Lessors do-* Trees, taking away Wainscot, Doors, Benches, &c. fixed *ing Waste,* to the Freehold, is Waste, in either Lessee for Life or *sowing* Years: But if such Wainscot, &c. are fixed by the Lessee *Ground as* fee, they may be taken down by him; provided it be *end of* done before the End of the Term, and the Freehold *Term*. left in as good Condition as it was at first. If a Lessee for Life sows his Land, and die before the Corn is reaped, his

his Executors shall have the Corn; (But Grass or other Fruits, not sever'd, are Parcel of the Inheritance.) The Case is the same of Tenants in Tail after Possibility of Issue extinct, Tenants by the Curtesy, &c. being Estates for Life upon an Uncertainty. But if a Tenant for Term of Years sows his Land, and his Term expires before the Corn is Ripe, the Landlord is entitled to it; unless it be particularly Covenanted that the Tenant shall have his Crop at the End of the Term: For here the Term being certain, it shall be adjudg'd the Tenant's Folly to sow the Corn, when he knew his Term would expire before it was ripe. 1. Inst. 55. Lit. 68. Salk. 368.

*Leases of
Tenants in
Tail.*

A Man seised of an Estate in Fee Simple, in his own Right, of any Lands or Tenements, may make what Lease of it he pleases: And he that is seised of an Estate in Tail in Lands, &c. may make a Lease of it for his own Life; but not longer, unless it be by Fine, &c. or such Lease be warranted by the Statute 32 H. 8. And, by this Statute, Tenants in Tail may make Leases for Lives or Years, by Deed indented, beginning from the time of making, not exceeding three Lives, or Twenty-one Years, of Lands manurable whereout a Rent may be issuing, and of such Lands which have been most commonly Let for Twenty Years, reserving the accustomed yearly Rent, and not being made without Impeachment of Waste, &c.

*Bishops
Leases.*

Bishops, &c. may make Leases of their Spiritual Preferments, having all the Qualities required by the Statute aforesaid, in cases of Leases made by Tenants in Tail.

Of Mortgages of Lands.

*Mortgage
defin'd.*

A Mortgage is a Pawn of Lands, Tenements, &c. for Money Borrowed: And may be made by Lease for a long Term of Years, (the usual way) Lease and Release in Fee, Assignment, &c.

*A Deed
upon Con-
dition.*

It is a Deed upon Condition, that if the Money be paid at the Day, the Deed to be void; and until Failure in Payment of the Money borrowed, the Mortgagor is to Enjoy the Lands: Also if Failure be made, whereupon the Mortgagee Enters, yet the Mortgagor hath an Equity of Redemption. But on Non-payment of the Money, for a considerable time, the Mortgagee may bar the Equity
of

of Redemption, and oblige the Mortgagor to pay what is due, or to be foreclosed of his Power of Redemption, which the Court of Chancery will Decree in some convenient time. 2. *Vent.* 365.

The Interest, in Law, in Lands mortgaged is in the Interest in Mortgagee before Forfeiture: A Mortgagee is esteem'd Lands in Possession on executing the Mortgage; and if the Money be not paid, whereby the same is forfeited, he may bring Ejectment without actual Entry; for the Estate without other Act is absolute in the Mortgagee. But upon the Mortgagor's paying the Interest of the Money, these Mortgages are as it were renew'd, and continue a long time, without disturbing the Possession or Parties. *Co. Lit.* 206.

An Heir of a Mortgagor coming within the time limited, may pay the Money and save the Forfeiture, he having an Interest in the Condition: And the same Law is of the Mortgagor's Executors, &c. Where a Mortgage is made to a Man in Fee, and the Mortgagee before the Day of Payment dies, the Executors shall have the Money; for the Executors do more represent the Testator than the Heir: If the Money be made payable to the Mortgagee, his Heirs or Executors, the Mortgagor may pay it to either of them; and yet in this Case, tho Heirs and Executors are named, when the Day is past, 'tis the same as if no Person had been mentioned; and then the Law appoints it to the Executor. *Co. Lit.* 210. *Salk.* 450.

The Tender of Money must be to the Person of the Mortgagee, and not upon the Land, where no Place is appointed. If any Person, who hath once mortgaged Lands, shall mortgage the same to any other Person a second time, without discovering to the second Mortgagee the prior Mortgage, the Mortgagor shall forfeit his Right of Equity of Redemption, and the second Mortgagee may redeem the Estate. *Stat.* 4. & 5. *W. & M.*

It has been allow'd in Courts of Equity, that where Lands were Mortgaged thrice, the third Mortgagee might buy in the first Incumbrance to protect his own Mortgage, and hold the Land against the Second Mortgagee, unless such Second Mortgagee satisfied the Money he paid on the first and last Mortgage. Likewise a Purchaser coming in upon a valuable Consideration, without Notice, and Purchasing a precedent Incumbrance, may protect his Estate against any Person that hath a Mortgage subsequent to the first. 2. *Vent.* 338, 339.

Where

Mortgages Where there are Mortgages upon an Estate intended to Assign'd on be sold, Assignments are to be made in Trust to the Purchaser, by Indenture Tripartite, wherein the Mortgagee is to be of the first Part, the Mortgagor and his Heir, (if there be any of Age) of the second part, and the Purchaser and his Trustees of the third part, reciting the Mortgages, &c. and Assigning them in Trust to attend the Fee.

Of Assignments of Interest, and Defeazances.

Assignment what. An Assignment is the setting over all a Man's Right in Lands, or Goods to another Person. He shall be intended an Assignee that hath the whole Estate of the Assignor, that is Assignable. But a bare Possibility is not Assignable over: And if a Man make an Assignment of his Lease to another, and yet keeps Possession of the Land, the Deed of Assignment is fraudulent. 1 Vent. 329.

Estate Assign'd, Charge on Assignees. If Tenant for Years Assign his Estate, no Consideration is necessary; for the Tenure being subject to Payment of Rent, &c. is sufficient to vest an Estate in the Assignee: In other Cases some Consideration must be given, 1 Mod. 263. If Lessee for Years make an Assignment of his Term, the Lessor may Charge which of them he will; but if he accept the Rent from the Assignee, knowing of the Assignment, he hath determined his Election, and cannot afterwards bring Action of Debt against the Lessee, for Rent due after the Assignment. Co. Rep. 24. A Lessee for Years Assigns over his Term, and Dies; his Executors shall not be charged for Rent due after his Death: And if the Executors or Administrators of a Lessee for Years assign over their Interest, an Action of Debt will not lie against them for Rent; but in these Cases the Lessor must have Notice of the Assignment, and consent to it. Noy 71.

Conditional Assignments, Covenants, &c. An Assignee of Lands, if he be not named in a Condition, yet he may pay the Money to save his Land: But he shall receive none, unless he be named. The Assignor, in Assignments, is to Covenant to save harmless from former Grants, &c. That he is Owner in Possession, and hath Power to Assign, that the Assignee shall quietly Enjoy, and to make further Assurance: And the Assignee Covenants to pay the Rent, and perform the Covenants, &c.

Defeazances. Assignments, Leases, Obligations, Recognizances, Statutes, &c. may be made void by Defeazance. And a Defeazance must truly recite the Deed, and be made between the

the same Parties; it ought to be made generally after the Deed, and of a thing Defeasible: But there is this Difference between Executory Inheritances, as Rents, Annuities, Conditions, Covenants, and Leases for Years, &c. And Estates executed by Livery; such as Estates Tail, or for Life, &c. for these last may not be Defeated, unless the Estates be Defeazance be made at the time of making the Feoffment, *feated, and* &c. and not afterwards; but the former may be defeated *be* after the Executory things are created.

And Executory Things, Obligations, Recognizances, &c. are most commonly the subject matter of Defeazances.

Of Surrenders, of Lands, Trusts, Uses, &c.

A Surrender is the yielding or delivering up of Lands or *Surrender,* Tenements, and the Estate a Man hath therein, for Life, *what,* or Years, to another who hath the immediate Reversion or Remainder.

The Surrenderor must have an Estate in Possession of *Things* the thing surrendered; and the Surrender be to him that *quir'd in* hath the next Estate, in Remainder or Reversion, without *Surrenders.* any intervening Estate coming between: There must be a Privy between the Surrenderor and Surrendree; and the Surrendree is to have a higher and greater Estate in his own Right in the thing surrendered, than the Surrenderor, wherein the Surrenderor's Estate may be drown'd. *Co. Lit. 338.*

There is a Surrender in Law, as well as in Deed: *Surrenders* If Lessee for Life or Years, accept a new Lease of the *in Law,* same Thing, this will be a Surrender in Law of the Lease *several.* first granted. And if a Man make a Lease for Years to commence from a Day to come, this future Interest cannot be surrendred by Deed; but if the Lessee before the Day takes a new Lease of the same Lands, by this means the former Lease will be surrendred in Law. Lessee for Life accepts of a Lease for Years, it will be a Surrender of his Estate: And a Tenant for ten or twenty Years, accepting a Lease of the same Land but for one Year; this is said to be a Surrender of the Lease for the larger Term: For by the Lessor's Acceptance of the new Lease, the Lessor is adjudg'd to have Power to make it. *2 Roll. 496. Allyn's Rep. 59.*

If Lessee for Life make a Lease for Years, rendering *Lessee's* Rent, and after surrender his Estate; though the Primi-*surrender* tive Estate for Life be yielded up, yet the Deriving-*Deriving* vative *vative*

vative Estate for Years shall continue. A Surrender cannot be made of one Term for Years to another who has only a Term; because one Term cannot Drown in another. In Cases of Surrender, the actual Entry of the Surrenderee into the Lands is not necessary; and to the passing an Estate for Life by Surrender, there needs no Livery of Seisin.

Surrender on Condition, &c. A Surrender may be made upon a Condition precedent or subsequent, by Agreement of the Parties. And a Surrender may be to a Use, it being a Conveyance tied and charged with the Limitation of a Use. *Cro. Eliz. 688.*

Uses. A Use may be created by Deed Poll, or by Word; but it is best done by Deed indented. If Uses are made to a Stranger, some Consideration of Money, &c. is requisite; but to a Man's Wife, Children, &c. Natural Affection, Blood, Affinity, Marriage, &c. are good Considerations. Where Uses are limited, by Covenant to stand seised, without Consideration, they are generally void. If Parties to a Deed declare that one of them shall Levy a Fine, &c. to the Use of one for Life, another in Tail, and a third in Fee Simple, &c. the Estate settlcth according to the Uses, by virtue of the Statute 27 H. 8. But in Uses there ought to be a Possession and Privy of Estate to erect the Use upon. A Use may be made to a Man, and the Wife he shall afterwards marry; or to his first, second, or third Wife, &c. And a Man may settle Lands to Uses, reserving Power to create further Uses. *Plowd. 301. Dy. 169.*

Uses when void, Revoked, &c. Uses against Law, or Impossible, will be void: And Uses may be made void by Release, Power of Revocation, &c. Where there is a Power of Revocation, a new Declaration of Uses is a sufficient Revocation of the former: A Power is reserv'd to a Man to revoke a Deed by Writing subscribed and sealed in the Presence of two or more Credible Witnesses; if he makes his Will in Writing, without making any express Revocation, it shall be adjudg'd a good Revocation, and the Will a good Execution of the Power. If a Man levy a Fine, make a Feoffment, &c. of the Lands, these amount to a Revocation in Law. *Hob. 312.*

Of Conveyances by Lease and Release, and Feoffment.

Nature of The common Conveyance of Lands, now in Use, is Lease and Lease and Release. A Lease for a Year, or Bargain and Release, Sale,

Sale, is first drawn to give Possession by force of the Statute 27 H. 8. And then the Release is made to Convey the Fee of the Premises to the Person intended: And the Lease and Release make but one Conveyance, being in the Nature of one Deed.

A Person that makes a Release or Conveyance of *Estate no* Lands, must have an Estate in himself, out of which the *cessary as* Estate may be derived to the Releasee; and the Releasee *Founda-* is to have an Estate in Possession, in Deed, or in Law, in *tion for a* the Lands whereof the Release is made, as a Foundation Release. for the Release. A Release made by one that at the time of making it had no Right, is void: And a Release made to one, that at the time of the Release had nothing in the Lands, is also void; for he ought to have a Freehold, or a Possession, or Privy. *Co. Lit. 22. Nov. 74.*

By Release of a Man's Right in Fee-Simple, the Fee-*What* Simple will not pass: But a Release to a Man and his *Words will* Heirs, will pass as a Fee-Simple. And if a Release be *pass a Fee-* made to a Man and the Heirs of his Body, the Releasee *Simple,* hath an *Estate Tail.* If a Person Release to another all his Right in Lands, without any more Words, the Releasee hath only an Estate for Life: And it is the same, if it be made, To hold to him for ever, without the Word Heirs, *Ec. Co. Lit. 173. Dy. 263.*

These Releases may be made upon Condition, or with *Conditions* a Defeazance; so as the Condition, *Ec.* be contained in *Releases.* the Release, or deliver'd at the same time with it.

The usual Conveyance at Common-Law, was by *Feoff- Feoffment,* Feoffment, to which Livery of Seisin was necessary, the Possession being thereby transmitted to the Feoffee; but if there was a Tenant in Possession, so that Livery need not be made, then the Reversion was granted, and the Particular Tenant Attorned. Afterwards a Lease and Release was held a good Conveyance, but the Lessee was to be in actual Possession before the Release; though this is help'd by the Statute, which unites the Use to the Possession without actual Entry, *Ec.*

A Feoffment in some Respects is said to Excel the *The Force* Conveyance by Fine and Recovery; for it clearth all *and Qua-* Disseisins, Abatements, Intrusions, and other wrongfull *ities of* and Defeazible Estates, which neither a Fine, Recovery, *this Con-* or any other Conveyance else doth. But no Feoffment *veyance.* can be made of such things whereof Livery of Seisin cannot be made, as of Rents, Reversions, *Ec.* Feoffment without Livery of Seisin, is only an Estate at Will; and if either of the Parties Die before Livery of Seisin,

Seisin, the Feoffment is void. *Co. Lit.* 9. 49. *Plowd.* 554, &c.

The Words of Livery of Seisin are the following, viz.
 ' I A. B. do hereby deliver unto you C. D. Possession and
 ' Seisin of this Messuage or Tenement, &c. To hold to you,
 ' your Heirs, and Assigns, according to the true Intent and
 ' Meaning of this Deed, &c.'

Of Fines and Recoveries.

*Fine, De-
fined.*

A Fine is a Conveyance upon Record, for the Settling and Assuring of Lands and Tenements, acknowledged in the King's Court. And Fines are either Single or Double; the Single Fine, is that by which an Estate is granted to the Cognizee, and nothing is thereby render'd back to the Cognizor: The Double Fine, is that which contains a Grant or Render back again from the Cognizee, of the Land itself, or some Rent, &c. many times limiting Remainders to Strangers.

*Several
Sorts of
Fines, in
Use.*

Fines are distinguished into four Sorts; 1st, A Fine *Sur Cognizance de Droit come ceo*, &c. which is esteem'd the Principal and Surest Kind of Fine, and gives present Possession to the Cognizee, without any Writ of *Hab. fac. Seisnam* for Execution thereof, and the Estate is thereby in Law in the Cognizee to such Uses as are Declared. 2^{dly}, A Fine *Sur done Grant & Render*, is a Double Fine, whereby the Cognizee grants and renders the Land back again; and it contains in it, as it were, two Fines, *Sur Cognizance de droit*, &c. and *Sur Concessit*. 3^{dly}, A Fine *Sur Concessit*, is a Fine where the Cognizor is seiz'd of Lands, and the Cognizee hath no Freehold therein, but it passeth by the Fine: This Fine being Executory, there must be an Entry on the Lands, or a Writ of Possession. 4^{thly}, A Fine *Sur Cognizance de droit tantum*, which is much of the same Nature as a Fine *Sur Concessit*; but it is commonly used to pass a Reversion. *Benl. Rep.* 134. *Plowd.* 268. Fines are also with Proclamations, according to the Statute; or without Proclamation, according to the Common Law: But the Fine by Statute is the best Sort, and most Used. 2 *Inst.* 519.

*Of what Things Le-
Fines; but not of Things uncertain, or Lands restrained
vied, who from Sale by Act of Parliament; and no Single Fine may
Cognizors be with a Remainder to any other Person not contained
and Cogni- in it. All Persons, Male and Female, may be Cognizors
zors. of a Fine, except Idiots, Lunaticks, &c. And all such
Persons*

Persons as may be Grantees, may be Cognizees: And by Fine, almost any kind of Contract may be made; a Lease for Years may be made by it, a Jointure for a Wife, a Gift in Tail, Remainders over, Uses, &c. Lands bought of divers Persons, by several Purchasers, may pass into one Fine; but the Writ of Covenant must be brought by the Vendees against all the Vendors, and every Vendor must Warrant against him and his Heirs. *Plowd.* 248. 1 Co. 76.

When a Feme Covert levies a Fine with her Husband, *Feme Co-* she must be Examined in Private, that her Voluntary *overt pri-* Consent may appear, without which the Fine cannot *overtly ex-* pass. A Married Woman ought to take care that she *amin'd,* levy not a Fine of her own Lands; for she cannot Re-*&c.* verse it, either during her Husband's Life, or after his Death, if she be of full Age: She must likewise beware how she with her Husband levy a Fine of her Jointure, lest she thereby lose her Thirds; which she will do, if the Jointure were well settled before Marriage. And as a Feme Covert cannot Covenant by Deed, by Fine is the only Way she may Grant her Estate. *Dy.* 359. Infants ought *Infants;* to have a special Care how they Levy Fines; for they must be Reversed during their Minority, or they will be Good; and the Court is to see them at such Reversal, to Judge of their Age. *50 E.* 3.

Such Persons who are Privies in Blood, as Heirs of the *Persons* Cognizors, Claiming by the same Title as their Ancestors *Barr'd,* did, are presently Barred by a Fine. But those as are *and in* neither Parties nor Privies, by the Law called Strangers *what* to Fines, have Five Years Time allow'd them to make *Time,* an Entry and Claim: Infants have Five Years after they come of Age; Feme Coverts, after their Husbands Deaths; Prisoners, after Enlargement; Strangers out of the Realm, after their Return; Madmen, after they are cured of their Lunacy, &c. *Co. Lit.* 319. And no Fine Bars any Estate which is not turn'd to a Right. No future Interest can be Barred by a Fine and Non-Claim, until Five Years after its coming in *Esse.* *Raym.* 151.

A Fine may be avoided for Fraud or Deceit; by *Fines, both* Error in the Suing it out, as if there want an Original, *avoided,* or if the Land lie in divers Counties, and there are not *for Fraud,* several Writs of Covenant for every County, &c. By the *&c.* Death of all or some of the Parties before it be finished: If either of the Parties Cognizors die after the Cognizance or Concord, and before the King's Silver is Entered, this will avoid the Fine, and it cannot be made

good ; but if the King's Silver be Entered, and the Party Die after this, the Fine shall be finished. *Co. Lit. 9. Dy. 220.*

The Concord of the Fine, is the Foundation and Substance of it ; and is of this Form :

A Precipe and Concord of a Fine.

Wills. Precipe Joh'i B. Gen' & Elizabethhe Ux. ejus quod Juste, &c. Tenen' Thome C. Ar' Con' &c. de uno Messuagio, uno Gardino, & quadragint' acr' T're cum pertin' in, &c. Et nisi, &c.

Et est Concordia talis Scilt' quod pred. Joh'es & Elizabetha Recogn' Tenementa pred. cu' pertin' esse jus ip'ius Thome C. ut ill' que id'm Thomas her' de Dono pred' Joh'is & Elizabethhe. Et ill' Remiser' & quiet' Clam' de se & Hered' suis p'fat' Thome & Hered' suis imperpetuum. Et pre'tea iid'm Joh'es & Elizabetha Concesser' pro se & Hered' ipsius Joh'is quod ipsi Warrant' p'fat' Thom' & Hered' suis Messuag' pred' cum pertin' contra ip'os Joh'em & Elizabetham, & Hered' ip'ius Joh'is imperpetuum : Et pro hac, &c.

Recoveries, their Excellency, how Prosecuted. Tho' a Fine will Bar the Heirs in Tail, it will not Bar those in Remainder or Reversion ; but a *Recovery* will Bar them all. And a Common Recovery is *Fictio Juris*, a formal Act by Consent, used where a Man is desirous to cut off an Estate Tail, &c. in prosecuting it, there is a Demandant called the Recoveror, and a Tenant called the Recoveree ; and one that is called to Warrant upon a supposed Warranty, who is the Common Vouchee : The Demandant is supposed to come into Court, and the Common Vouchee to make Default and withdraw in Contempt of the Court ; whereupon Judgment is Entered that the Demandant shall recover the Land, &c.

Single, double, and treble Voucher. These Recoveries are either with single, double, or treble Vouchers : If Tenant for Life, and he in Remainder in Tail suffer a Common Recovery, and both Vouch the Common Vouchee ; this is no good Recovery to Bar the Issue in Tail ; for he in Remainder was not Tenant to the *Precipe*, being not in Possession : But if there be Tenant for Life, the Remainder in Tail, the Reversion, or Remainder in Fee ; and the Tenant for Life is impleaded by Agreement, and he Vouch the Tenant in Tail, who Vouches over the Common Recovery ; this will Bar the Reversion.

Reversion or Remainder in Fee, altho' he in Reversion or Remainder did never Assent to the Recovery. *Co. Lit.* 362.

If a Recovery be intended with a single Voucher, the *Precipes* in *Precipe* must be brought against the Tenant in Tail in Possession, and he is to vouch the Common Vouchee: But if your Recovery be intended with a double Voucher, you must by Fine, Feoffment, Lease, and Release, &c. make him you intend to be, Tenant at the Time of the Writ of Entry brought. *Dy.* 252. Tenants in Tail may suffer a *Tenants in Recovery*, and be Good: But Tenants in Tail after Possibility of Issue extinct; Tenants by the Curtesy, or for *Life*, suffering a Recovery by Fraud, without the Assent, *and to the Prejudice of him in Remainder or Reversion*, such Recoveries are not only void, but are Forfeitures of the Estates of such Tenants. But if the next in Remainder Voucheth over the Common Vouchee, it will be a good Recovery. *Shep. Touch.* 43.

A Common Recovery is much of the Nature of a Fine, *Rules for* but better in regard it Bars Remainders and Reversions: *the Guidance of* The same Rules, for the most part, are to be observ'd and follow'd, for the Guiding and Directing the Uses of a *Recoveries*. Recovery, as are observed for the Guidance and Direction of the Uses of a Fine. And as Fines and Recoveries are a Bar to and Dock the Estates aforementioned; so by Indentures to Lead the Uses thereof, new Estates and Intails are Limited and Created, subject to farther Fines and Recoveries.

The Exemplification of a Recovery.

GEORGIUS, &c. Omnibus ad quos presentes Litere nostre pervenerint sal'tm Sciatis q'd int' Placita Terre Irrotulat' apud Westm. coram Petro King Mi'l. & Sociis suis Justie' nostris de Banco de Termino S'ri Michaelis Anno Regni n'ri nono Rotulo, &c. continetur sic Wil'ts ff. A. B. in propria Persona sua pet' versus C. D. Un' Messuag' &c. (setting forth the Recovery Verbatim, from the Pleadings on the Roll) prout per Breve illud sibi preceptum fuit, &c. Que om'ia & singula ad requisitionem pred' A. B. tenore presentium Duximus Exemplificand' In cujus rei Testimonium sigillum, &c. Teste, &c.

Of Jointures of Lands, and Settlements.

A *Jointure* is where a Man, or some other for him, in *Jointure*, Consideration of Marriage, settles upon his Wife Lands or *what*.

Tenements for her Maintenance and Dowry after his Decease.

Requisites to all Jointures. There are several Requisites to a good Jointure directed by Stat. 27 H. 8. It must take Effect for the Life of the Wife, in Possession or Profit, immediately after the Death of the Husband; it is to be made for herself, and none other in Trust for her, for the Term of her own Life; it must be made in full Satisfaction of her Dower, and be so Expressed; and it may be made either before or after Marriage. If the Jointure be made before the Marriage, the Wife hath not Power to Waive it, and Claim her Dower (unless she be Evicted of her Jointure) at the Common Law; but if it be made after Marriage, the Wife may refuse the Lands appointed her in Jointure, and claim her Dower. *Co. Lit. 36.*

Jointure preservable to Dower. A Jointure is many times made by Covenants to Uses: And the Wife may Enter into her Jointure-Lands, after the Death of the Husband, without Action. Her Jointure shall not be Forfeited by the Treason of the Husband, &c. as in Cases of Dower: And Dower is a Third Part of such Lands, Tenements, and Hereditaments as were the Husband's, to which the Wife is entitled during her Life, as a Provision for her, where no Jointure is made. *Co. Lit. 31.*

Settlements. Settlements are so called, because upon Marriages, the Estate is usually settled upon the Husband for Life; then to the Wife for her Jointure, and to their Issue in Remainder, with Leases to Trustees for Terms of Years, to raise Daughters Portions, &c. And Leases for Life to support Contingent Remainders, with Power to make Leases for 21 Years, or 3 Lives, &c.

How made, on Marriage, &c. And Settlements are made divers Ways, viz. by Lease and Release, Fine and Recovery, Covenants to stand seised to Uses, &c. And some are made on Marriage; and some otherwise: When a Settlement is made on Marriage, the Law is very careful to see it observ'd; particularly that Part of it which relates to the Jointure of the Wife, Settled for her Maintenance; in the Enjoyment whereof, she cannot be lawfully Disturb'd, without her own Consent; which must be to the Passing of the Estate, by Fine. *Co. Lit. 36.*

Estates in Fee, and for Years, Settlements of. Not only Estates in Fee, but Terms of Years, Chattels, &c. may be Settled on a Wife; by making Deeds to Trustees for the Terms or Interests in the Lands, on Trust to permit first the Husband to Enjoy for so much of the Term as shall run out and Expire in his Life-Time; and

and after his Death, to permit the Wife to Enjoy the Lands for so much of the Term as she shall Live, and afterwards to their Children, &c. for the remainder of the Term.

And a Man, before Marriage, in Consideration of a *Bond and Marriage-Portion*, may give Bond and Judgment to the *Wife* to leave her Worth such a Sum, at the Time of his Death: Which Provision for the Wife, shall be made good out of the Estate of the Husband, and be Satisfied before any Debts whatsoever, unless there be a Judgment, &c. Enter'd into by the Husband.

Bond only is sufficient, where there is no Judgment or Statute out against the Person before making of the same.

Of Wills, and their Operation.

A Will, in its common Acceptation, is the Declaration *Will De-* of a Man's Mind and Intent (concerning the Disposition *finis* of his Lands, or Goods) of what he would have done after his Death. The Common Law calls that a *Will*, when Lands or Tenements are Devise'd; and when it concerns Chattels only, it is called a *Testament*: Where Lands are given in a Will, it is a *Devise*; and where Goods or Chattels are Disposed of, it is called a *Legacy*.

By the *Stat. 32 H. 8.* Wills were Ordained: And by *When Wills* 29 *Car. 2.* for Prevention of Frauds, all Devises of Lands *Ordained*, or Tenements are to be in Writing, Signed by the De- and how visor, or some by his express Direction, in the Presence *made* of Three Credible Witnesses; and no Devise in Writing shall be Revoked but by some other Will or Writing, or by Cancelling the same, by the Testator himself, or by his Directions, &c. If Goods, Chattels, Personal Estate, &c. are given of above the Value of 30 *l.* by Word of Mouth, without Writing, which the Law calls a Nuncupative Will, the same must be likewise done in the Presence of Three Witnesses, bid to bear Witness by the Testator, in his last Sickness, &c. And it must be proved within Six Months, &c.

In a Will of Lands there is no Executor, because *Ex-Executors*, ecutors have nothing to do with the Freehold: But in a *when ap-* Will of Goods there must be an Executor named. If a *pointed*, Man seized in Fee of Lands, Devises the same in Fee, or for Life; the Devisee shall Enter without any Appointment of any Person: But in Case of Goods and Chattels, it is otherwise, for there it must be by Assent of the

Executor. *Co. Lit.* 111. A Devisee is in by A& executed in the Devisor's Life-time; tho it be not consummated till his Death. *Roll Rep.*

What

Lands,

&c. may

be devised.

A Devise must be of Lands in Fee Simple, or of Char-
tels; for Entailed Lands cannot be Devised. A Will has
not Force till after the Testator's Death, but then with-
out any further Grant, Livery, &c. it gives and transfers
Estates, and alters the Property of Lands and Goods, as
effectually as any Deed perfected in a Man's Life-time;
and hereby Descents may be prevented, Estates in Fee
Simple, Fee Tail, for Life, or Years, may be made: But
a Devise must be of a Thing, and to a Person certain.
A Devise to a Man who shall marry my Daughter, or to
a Man and his Children, is certain enough: And a De-
vise to an Infant *en Ventre sa Mere*, is good, by way of
future Executory Devise. A Devise may be to one, To
the Use of another; and the Use shall be executed. *Litt.*
Swinb. 293, &c.

Construc-

tion of

Wills, fa-

vourable.

Words in a Will ought to have a favourable Construc-
tion; and the Intent of Wills must be Governed by the
Words. The Intent in Devises may sometimes make E-
states pass contrary to the Rules of the Law, with re-
spect to other Deeds; but it may not Direct an Inheri-
tance to Descend contrary to the Common Law. A De-
vise to a Man, and all his Blood, passes a Fee Simple:
A Devise to one and his Seed, passeth an Estate Tail only.
A Devise to a Man *imperpetuum*, is a Good Devise in Fee;
but in a Grant it would be but for Life, for want of the
word Heirs. A Devise to a Man and his Heirs Male, is
an Estate Tail; but such Gift in any other Conveyance
would be a Fee Simple, because it is not said of what
Body. A Devise of all a Man's Inheritance, or *totum*
Statum, carries a Fee Simple. *Co. Lit.* 9. *Mod. Ca.* 106,
&c.

Extraordi-

nary De-

vises.

If a Man Devises that *A. B.* shall be Heir of all his
Land; if the Devisor have Fee, he shall be Entitled to
Fee, for this Devise carries such Estate to *A. B.* as the
Devisor had. A Man Devises a Fee Simple to his own
Right Heirs, by the Name of Heirs, this is void; and
they are in by Descent: But it is otherwise in case of a
Fee Tail; and a Devise to one who is Heir, for Life, the
Remainder in Contingency is good. A Devise of Goods
to an Executor, as such, is void; for he shall have the
Goods as Executor, not as Devisee. *Hob.* 30. *Vaugh.* 178.
Reym. 28.

A Man can make but one Will that shall take Effect, *There can* which is to be the *Last*; but he may make as many *Co-be but one* *dicils* as he pleases. A Condition in a Will is a Thing *Will*, and odious in Law; and a Devise upon Condition that a Man *bow* do not marry a Person, &c. the Condition is unlawful and *proved*, void. Where Lands are Devised by Will, the Will ought to be Proved in Chancery; but of Goods it must be Proved in the Spiritual Court; and a Will both of Lands and Goods mixed, may be Proved in the Spiritual Court.

In the well making of a Will, these Things are to be *Directions* observed: It must be done in perfect Memory, and by *for Wills*. good Advice; let there be two Parts of it, one whereof to remain in the Hands of the Party as made it, and the other with some Friend, that it may be the less liable to be suppress'd after the Testator's Death: There are to be three, at least, Credible Witnesses to the Signing, Sealing and Publication thereof, who set their Hands to it: Let the whole be written in one Hand-Writing, and if it may, be, in one Sheet of Paper or Parchment; but if there be more Sheets than one, let the Testator sign and seal every Sheet of the same before the Witnesses present at the Execution.

*The FORMS and METHODS observed
in Conveyancing, being Precedents of
Deeds, Conveyances, &c.*

*A Condition of a Bond for Payment of Money at
several Days.*

THE Condition of this Obligation is such, That if the *Conditions* above bound A.B. and C.D. or either of them, their or either of their Heirs, Executors or Administrators, do, and shall well and truly Pay or cause to be Paid unto the above named E.F. his Executors, Administrators or Assigns, the full Sum of, &c. of lawful *British* Money, in manner following (*viz.*) the Sum of, &c. part thereof on, &c. next ensuing the Date above written, the Sum of, &c. more thereof on, &c. then next following; and, &c. more Residue and in full Payment thereof on, &c. which will be in the Year of our Lord, &c. without Fraud or Covin: Then

Then this Obligation to be void. But if Default shall be made of or in Payment of any of the said several and respective Sums of Money above mentioned, or any part thereof on any of the said several and respective Days and Times above Limited for Payment of the same; Then this Obligation to remain in full Force.

A Condition to pay Money according to a Deed of Mortgage.

The Condition of this Obligation is such, That if the above bound *A. B.* his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the above named *C. D.* his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. And also the further full Sum of, &c. in and upon, &c. which will be in the Year, &c. without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either Ordinary or Extraordinary, according to the Purport of certain Indentures bearing equal Date with the above written Obligation, and made between the said *A. B.*, &c. Then, &c. or else, &c.

A Condition for Performance of Covenants.

The Condition, &c. That if the above bound *A. B.* his Heirs, Executors and Administrators, and every of them, do and shall in all things well and truly observe, perform, fulfil, accomplish, pay and keep all and singular the Covenants, Grants, Articles, Clauses, Provisoos, Payments, Conditions and Agreements whatsoever, which on the Part and Behalf of the said *A. B.* his Heirs, Executors and Administrators, are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprized or mentioned in certain Indentures bearing equal Date with the above written Obligation, made, or mentioned to be made, between the said *A. B.* of the one Part, and the above named *C. D.* of the other Part (or in one Pair of Indentures of Lease made between the said *A. B.*, &c.) according to the Purport and true Intent and Meaning of the same Indentures. Then, &c. or else, &c.

A Condition of a Counter Bond.

The Condition, &c. That whereas the above named *A. B.* at the special Instance and Request, and for the only

only proper Debt of the above bound C. D. together with the said C. D. is in and by one Bond or Obligation, bearing equal Date with the Obligation above written, held and firmly bound unto E. F. of, &c. in the Penal Sum of, &c. of Lawful *British* Money, Conditioned for the Payment of the Sum of, &c. with Interest for the same after the Rate of, &c. *per Cent. per Annum*, on, &c. next ensuing the Date of the said recited Obligation, as in and by the said recited Obligation and Condition thereunder written may more fully appear: If therefore the said C. D. his Heirs, Executors or Administrators, Do and shall well and truly Pay, or cause to be Paid, unto the said E. F. his Executors, Administrators or Assigns, the said Sum of, &c. with Interest for the same after the Rate of, &c. on the said, &c. next ensuing the Date of the said recited Obligation, according to the true Intent and Meaning, and in full Discharge and Satisfaction of the said recited Obligation: Then, &c. Or else, &c.

A Counter Condition to save Bail harmless.

Whereas the above named C. D. at the special Instance and Request of the above bound A. B. together with the said A. B. and E. F. is bound to, &c. Sheriff of the County of, &c. in the Penal Sum of, &c. conditioned for the Appearance of the said A. B. before his Majesty's Justices at *Westminster*, on, &c. next, to answer, &c. in a Plea of Debt, &c. as by the said Obligation and Condition more at large appears. Now the Condition of this Obligation is such, That if the above bound A. B. Do and shall Appear according to the Condition of the said Sheriff's Bond, and as the Law in such Cases requires: And if he the said A. B. his Heirs, Executors or Administrators, shall also from time to time, and at all times hereafter, save harmless and indemnify him the said C. D. his Executors and Administrators, and his and their Goods and Chattels, of and from all Damages, Sums of Money, Costs and Charges, which he, they, or any of them, shall or may at any time hereafter be put unto, by reason of his the said C. D.'s being bound for the Appearance of the said A. B. as aforesaid: Then, &c. Or else, &c.

A Condition to Pay Commons in an Inn of Court.

The Condition, &c. That if the above Bound *A. B.* shall from time to time Pay and satisfy unto the Principal of, &c. Inn aforesaid for the time being, all such Sum and Sums of Money, as shall be due and owing for Pen- sions, Commons, Exercises, Fines, Amerciaments, and all other Duties and Charges whatsoever incumbent upon him as one of the Members and Students of the said So- ciety: And also Conform himself in all Things to the Orders now made, or hereafter to be made by the Prin- cipal and Benchers of the same Society: Then, &c. Or else, &c.

A Condition to Pay Money on Marriage, or Death.

The Condition, &c. That if the above Bound *A. B.* his Executors, Administrators, and Assigns, Do well and truly pay, or Cause to be paid unto the above-nam'd *C. D.* his Executors, Administrators, or Assigns the Sum of &c. of lawful *British* Money within six Months next after the Solemnization of the Marriage of the said *A. B.* or the time of the Death and Decease of him the said *A. B.* which of them shall first and next happen after the Date of the above-written Obligation: Then, &c. Or else, &c.

A Condition to Pay Money at the End of an Ap- prenticeship, or on Marriage.

The Condition, &c. Whereas the above Bound *A. B.* by Indenture of Apprenticeship bearing Date, &c. hath put himself Apprentice unto &c. with him to dwell and serve as his Apprentice from &c. unto the full End and Term of Seven Years from thence next ensuing, and fully to be compleat and ended as by the same Indenture of Apprenticeship more at large Appears. And whereas the above-named *C. D.* hath before the Day of the Date here- of at several times Lent to and Disbursed for the said *A. B.* several Sums of Money for which the said *C. D.* is Content to take his Bond for &c. payable at the Expira- tion of the Apprenticeship of the said *A. B.* as aforesaid, or the Day of Marriage of the said *A. B.* which shall first happen. If therefore the said *A. B.* his Heirs, Executors, or

or Administrators, or any of them, Do well and truly Pay, or cause to be paid unto the said C. D. his Executors, Administrators, or Assigns the full Sum of &c. at the End and Expiration of the said Apprenticeship of the said A. B. or Term of Seven Years above-mentioned, or at the Day of Marriage of the said A. B. which of them shall first and next happen to be or come after the Date hereof: That then, &c. Or else, &c.

A Condition to Marry a Person, or Pay a Sum of Money.

The Condition, &c. That if the above bound A. B. do on or before &c. next ensuing the Date of the above-written Obligation, Espouse and Marry according to the Usage of the Church of England E. D. Daughter of, &c. If she the said E. D. will thereunto Consent, And the Laws of this Realm permit the said Marriage to be consummated: Or if it shall happen the said A. B. shall not Marry and take to Wife the said E. D. as aforesaid, If then the said A. B. do and shall well and truly Pay or cause to be paid unto the said E. D. her Executors, &c. the full Sum of &c. in and upon &c. next ensuing the said Day of &c. above-mentioned: Then &c. Or else, &c.

A Condition in case of a Divorce and Separation.

Whereas several Differences have arisen between the above bound A. B. and E. B. his Wife, and the said E. B. together with M. her Daughter by the said A. B. Have for the Space of &c. Years last past lived apart from the said A. B. And he hath not hitherto given or made any Allowance for their Maintenance. And whereas the said E. B. hath commenced a Suit in the Spiritual Court against the said A. B. for Alimony. And the said A. B. hath agreed to pay towards the Maintenance of the said E. and M. her Daughter the Weekly Sum of ten Shillings, And to Pay the Sum of, &c. It being agreed that upon due Payment of the said several Sums of Money, all Prosecution against the said A. B. in the said Suit shall be stayed, and the said Suit discontinued. But in Case of Failure of Payment of any Sums herein after mentioned, that then the said E. to be at Liberty to proceed against the said A. B. as she shall think fit. (Or you may say, Whereas great Variance, Strife, and Animosities

The PRACTISING ATTORNEY: Or,

sities have arisen, and been stirred up between the above bound *A. B.* and *E. B.* concerning a Marriage between them, and the said Variance and Difference by Legal Sentence given by and before the Reverend Father in God *J. Lord Bishop* of, &c. is now Decided, and the said *A. B.* and *E.* are divorced and separated) Now the Condition of this Obligation is such, That if the said *A. B.* do and shall pay or cause to be paid unto the said *E. B.* and *M. B.* and the Survivor of them on *Saturday* in every Week during the Life of him the said *A. B.* the Sum of ten Shillings of lawful Money of *Great Britain.* And also the Sum of &c. on or before &c. Then and in case the said *E. B.* shall at any time hereafter Commence or Prosecute any New Suit or Cause against the said *A. B.* in the said Spiritual Court, this Obligation to be void, Or else, &c.

A General Letter of Attorney.

*Letters of
Attorney.*

Know all Men by these Presents, That I *A. B.* of, &c. for divers good Causes and Considerations me hereunto moving, Have made, ordained, authorized and appointed, and by these Presents Do Make, Ordain, Authorize and Appoint *C. D.* of, &c. my true and lawful Attorney for me and in my Name, and to my Use to ask, demand, sue for, recover, and receive of *E. F.* of, &c. all such Sum and Sums of Money, Debts, and Demands whatsoever which are now due and owing unto me the said *A. B.* by and from the said *E. F.* And to have, use and take all lawful Ways and Means in my Name, or otherwise for the Recovery thereof, by Attachment, Arrest, Distress, or otherwise, And to Compound and Agree for the same; And Acquittances or other sufficient Discharges for the same for me and in my Name, to Make, Seal, and Deliver, And to do all other lawful Acts and Things whatsoever concerning the Premises as fully in every Respect, as I my self might or could do, if I were personally present; And Attorneys one or more under him for the Purposes aforesaid to make, and again at his Pleasure Revoke; Ratifying, and by these Presents allowing all and whatsoever my said Attorney shall in my Name lawfully do, or cause to be done, in and about the Premises by Virtue of these Presents. In Witness, &c.

A Letter of Attorney to Receive a Legacy.

Know all Men, &c. That whereas *A. B.* late of, &c. by his last Will and Testament bearing Date, &c. last past, Did Give and Bequeath to *C. B.* of, &c. a Legacy of five hundred Pounds to be paid unto him on, &c. And of the said Will made and constituted *L. B.* &c. Executors, as thereby may appear. Now know ye, that I the said *C. B.* have made, ordained, constituted, and appointed, And by these Presents Do Make, Ordain, Constitute and Appoint *E. F.* of, &c. my true and lawful Attorney for me and in my Name, and for my use to Ask, Demand, and Receive of and from the said *L. B.* &c. the said Legacy of five hundred Pounds so Given, and Bequeathed to me the said *C. B.* by the said *A. B.* his said Will as aforesaid. And upon Receipt thereof by or Payment thereof to my said Attorney, a General Release or Discharge for the same to Make and Deliver, Ratifying, Confirming, and Allowing all and whatsoever my said Attorney shall lawfully do in the Premises by Virtue of these Presents. In Witness, &c.

A Letter of Attorney to Receive Rents.

Know all Men, &c. That I *A. B.* of, &c. have Made, Ordained, Constituted, and Appointed; And by these Presents do Make, Ordain, Constitute, and Appoint *C. D.* of, &c. my true and lawful Attorney, for me, and in my Name, and for my own proper Use and Benefit, to Ask, Demand, and Receive of and from *E. F.* of, &c. All such Rents, and Arrearages of Rents, which now are or hereafter shall grow due from the said *E. F.* out of, and for All that my Messuage, or Tenement, &c. at, &c. And upon Receipt thereof, to Give Acquittances, or other sufficient Discharges therefore. And in Default of Payment thereof, or of any Part thereof, to my said Attorney, I Do hereby Authorize and Impower him my said Attorney, into, and upon the said Lands and Premises, to Enter, and Distrain. And the Distress and Distresses there found and taken to Dispose of, according to Law, for the speedy Recovering and Obtraining my said Rents, and Arrears of Rent: Or otherwise, to proceed by Action of Debt for Recovery thereof, as to him my said Attorney shall be thought fit. Hereby Ratifying, &c. In Witness, &c.

A Letter of Attorney (irrevocable) to Receive
Annuities.

Whereas A. B. of, &c. being Possessed of and Intitled unto two several Annuities of 50*l. per annum* each, by virtue of two several Orders bearing Date, &c. the Numbers of which Orders are, &c. And made in Pursuance of an Act of Parliament passed, &c. entitled, An Act, &c. And to be Paid by four Quarterly Payments for and during the Term of Ninety Nine Years, commencing, &c. as therein is mentioned. He the said A. B. being so Possessed as aforesaid, in and by one Indenture bearing Date, &c. made between the said A. B. of the one Part, and C. D. of, &c. E. F. of, &c. of the other Part, Hath Assigned and Transferred the said two several Annuities, and the Tallies and Orders made out thereupon, and all his Estate and Interest therein, unto the said C. D. and E. F. to hold to them, their Executors, Administrators, and Assigns, to, for, and upon the several Trusts therein mentioned; and (amongst other Things) in Trust to permit and suffer the said A. B. and his Assigns, to receive and take one of the said Annuities of 50*l. per annum*, for and during the Term of his Natural Life, &c. as in and by the said Indenture may more fully appear. Now know all Men by these Presents, That we the said C. D. and E. F. in pursuance and part of Performance of the Trust in us reposed by the said recited Indenture, Have made, ordained, constituted and appointed, and by these Presents do make, ordain, &c. the said A. B. our true and lawful Attorney Irrevocable in our Names, but for the sole Use and Benefit of him the said A. B. to ask, demand and receive out of his Majesty's Exchequer, or of and from the Lord High Treasurer of Great Britain for the Time being, the Commissioners of the Treasury, or such other Person or Persons who ought to pay the same, the said one Annuity of 50*l. per annum* aforesaid, from time to time, and for so long time as the same shall or ought to become payable to him by virtue of the said recited Indenture; and on Receipt thereof, to give Acquittances and other Discharges for the same, Ratifying, &c. as effectually as if we our selves were personally present, and the Actors and Doers thereof. In Witness, &c.

A Letter of Attorney to take a Distress, &c.

Know all Men, &c. That I *A. B.* of, &c. Do hereby Authorize and Appoint *C. D.* of, &c. to take any Person or Persons to his Assistance, to Enter into the House of *E. F.* of, &c. And there to make a Distress of all such Goods and Chattels as are in and upon the Premises, for, &c. Half a Year's Rent due to me the said *A. B.* at, &c. last. And after the said Goods are so Distressed, if the said *E. F.* doth not, within the Time Limited by Act of Parliament, Replevy the same, or Pay the said Rent, Then, and in such Case, I do hereby Authorize you the said *C. D.* to cause the said Goods so Distressed to be Appraised: And according to such Appraisement, to make Sale thereof, to such Person and Persons as will Buy the same; And to Dispose of the Money arising by such Sale in such Manner as by the said Act is directed. And for your so Doing, this shall be your sufficient Warrant. In Witness, &c.

Notice of the Distress. Mr. *E. F.* By the Authority of Mr. *A. B.* your Landlord, I have this Day, &c. Seiz'd up-on your Goods in your House in, &c. for, &c. Half a Year's Rent due at, &c. last; And have taken an Inventory thereof, and locked the same up in your Room two Pair of Stairs forwards: And if you do not Pay the Rent Due, or Replevy the Goods mentioned in the Inventory, I shall in Five Days make Sale thereof, according to the Direction of the Act of Parliament; of which take Notice from
C. D.

A Warrant of Attorney, to Appear and Confess a Judgment.

To Mr. *A. B.* and *C. D.* Attorneys of his Majesty's Court of Common Pleas at Westminster; Or to any other Attorney of the same Court,

These are to Desire and Authorize you, or any of you to Appear for me *E. F.* of, &c. in the said Court this present Hillary Term, or any other Subsequent Term, at the Suit of, &c. And Confess a Judgment against me unto him, in an Action of Debt for 500 *l.* besides Cost of Suit, by *Non Sum Informatus, Nil Dicit*, or otherwise. And for your

The PRACTISING ATTORNEY: Or,

or any of your so Doing, this shall be your sufficient Warrant. Witness, &c.

A Warrant of Attorney to acknowledge Satisfaction on a Judgment.

To Mr. A. B. C. D. &c. Attorneys of the Court of Common Pleas, &c.

Whereas I G. H. of, &c. in Hillary Term now last past, Did obtain and recover one Judgment in the said Court of Common Pleas, against E. F. of, &c. for 500 l. Debt, and, &c. for Damages and Costs of Suit, as by the Records thereof remaining in the said Court may appear: And for which said Judgment, and Debt, and Damages thereupon recovered, I the said G. H. am fully Satisfied: And do hereby acknowledge myself to be Satisfied, Contented, and Paid. These are therefore to Desire and Authorize you, or any of you, And I do hereby Give you, and every of you, full Power and Authority, to acknowledge Satisfaction upon Record in the said Court, for me, and in my Name, of and for the said Judgment, and the said Debt and Damages thereupon recovered. And for your, or any of your so Doing, this shall be your sufficient Warrant. In Witness, &c.

A General Release.

Releases.

Know all Men by these Presents, That I A. B. of, &c. have Remised, Released, and for ever quit Claimed; And by these Presents Do, for me, my Heirs, Executors, and Administrators, Remise, Release, and for ever quit Claim unto C. D. of, &c. his Heirs, Executors, and Administrators, all and all manner of Action and Actions, Cause and Causes of Action and Actions, Suits, Bills, Bonds, Writings, Obligations, Debts, Dues, Duties, Reckonings, Accounts, Sum and Sums of Money, Judgments, Executions, Extents, Quarrels, Controversies, Trespasses, Damages, and Demands whatsoever, both at Law and in Equity, or otherwise howsoever, which against him the said C. D. I ever had, now have, or which I, my Heirs, Executors, and Administrators shall or may have, Claim, Challenge, or Demand for, or by Reason or Means of any Act, Matter, Cause, or Thing, from the Beginning of the World,

World, to the Day of the Date of these Presents. In Witness, &c.

A Release of a Legacy.

Whereas *A. B.* of, &c. deceased, in and by his Last Will and Testament, bearing Date, &c. did (amongst divers other Legacies therein contained) Give and Bequeath unto me *C. D.* the Sum, or Legacy, of, &c. And of his said Will made and constituted *E. F.* Executor, as thereby may appear. Now know all Men by these Presents, That I the said *C. D.* do hereby confess, and acknowledge, that I have had, and received of the said *E. F.* the Executor, the Legacy of, &c. to me given by the said *A. B.* And therefore I do by these Presents Acquit, Release, and Discharge the said *E. F.* of and from all Legacies, Dues, Duties, and Demands whatsoever, which I, my Executors, or Administrators may have, Claim, Challenge, or Demand of or against the said *E. F.* by Virtue of the Last Will and Testament of the said *A. B.* (or out of the Estate of the said *A. B.*) deceased, as aforesaid. In Witness, &c.

A Release to an Executor.

Whereas *A. B.* of, &c. made his Last Will and Testament in Writing, bearing Date, &c. And (amongst other Legacies therein) Did give to *C. B.* his Son, 100 *l. per Annum*, to be Paid him Quarterly by his Executor, until he should attain the Age of 21 Years, &c. And of his said Will made and appointed *E. F.* of, &c. Executor, as by the said Will may appear. And whereas the said *E. F.* did accept of the said Executorship and Trust; and the said *C. B.* hath attained his said Age of 21 Years. And whereas the said *E. F.* hath now made up an Account with the said *C. B.* of all Monies Received and Paid by the said *E. F.* and of all Transactions in pursuance of the said Executorship and Trust: And hath not only Paid him the said *C. B.* the Ballance of such Accounts, but hath also deliver'd him all Writings and Papers belonging to the Estate of the said *A. B.* Now know all Men by these Presents, That I the said *C. B.* being fully Satisfied in the Premises, have Remised, Released, and for ever quit Claimed: And by these Presents do Remise, Release, and for ever quit Claim unto the said *E. F.* his Executors and Administrators, all Reckonings and Accounts, Sum and

The PRACTISING ATTORNEY : Or,

Sums of Money by him had or received in pursuance of the said Trust, or by means of his being Executor to the said A. B. and also of, and from all other Reckonings, Accounts and Demands whatsoever, from the beginning of the World to the Day of the Date hereof. In Witness, &c.

A Release of a Trust.

To all People, &c. I A. B. of &c. send Greeting. Whereas in and by one Indenture bearing Date, &c. made between C. D. of &c. and &c. The said C. D. for the Considerations therein mentioned did Grant, &c. In which Indenture I the said A. B. do hereby Declare that my Name was used in Trust for E. F. of &c. Now know ye, that I the said A. B. in Discharge of the Trust in me Reposed, and at the Request of the said E. F. have Remised, Released, Surrendred, Assigned, and set over, and by these Presents, for me, my Executors and Administrators, do freely and absolutely Remise, Release, &c. unto the said E. F. his Executors and Assigns, All the Estate, Right, Title, Interest, Benefit, Trust and Demand whatsoever, which I the said A. B. have, or may have, or claim, of, in, or to the said Premises, or of and in any Sum of Money, or other Matter or Thing whatsoever in the said Indenture contain'd, mentioned and expressed, so that neither I the said A. B. my Executors, or Administrators, or any of us at any time hereafter shall or will Claim, Challenge, or Demand any Interest, Property, Benefit, or other Thing, in any manner whatsoever, by reason or means of the said Indenture, or any Covenant therein contained; but thereof, and therefrom, and from all Actions, Suits and Demands, which I my Executors or Assigns may have concerning the same, shall be for ever debarred by these Presents. In Witness, &c.

A Release of Equity of Redemption.

To all People, &c. Greeting, Whereas by Indenture bearing Date, &c. made between A. B. of &c. of the one part, and C. D. of &c. of the other part, He the said A. B. in Consideration of the Sum of, &c. therein mentioned to be paid by the said C. D. and which was accordingly unpaid, did Grant, Bargain, Sell, and Demise unto the said C. D. All that Messuage, &c. And the Reversion and

and Reversions, Remainder and Remainders of all and singular the said Premises, and of every Part and Parcel thereof, To be had and holden unto the said C. D. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of the said recited Indenture unto the full End and Term of 500 Years from thence next ensuing, and fully to be Complear and Ended without Impeachment of, or for any manner of Wasse, At and under the Yearly Rent of one Pepper Corn payable upon the Feast of &c. which said recited Indenture was by a Proviso or Condition therein contained, made Defeazible on Payment of the Sum of, &c. at a Day long since past, as in, and by the same Indenture, may more fully appear; And whereas the said Sum of, &c. or any part thereof was not paid upon the Day mentioned for the Payment of the same in the said Proviso, but the same together with a large Sum further for Interest, amounting in the whole to &c. remains due to the said C. D. And whereas the said A. B. is fully satisfy'd that the said Monies so due to the said C. D. on the said recited Mortgage is the full Value of the said Mortgaged Premises, and the said A. B. is not able to Redeem the same, Or that the said C. D. hath offered to pay to the said A. B. the Sum of, &c. to make the said Sum of &c. the full Value, &c. *Now know ye* therefore by these Presents, That the said A. B. in Consideration thereof, or of, &c. and for quieting the said C. D. in the Possession and Enjoyment of the said Messuage and Premises, and for Extinguishing all Right of Equity of Redemption of the said mortgaged Premises, He the said A. B. hath Remised and Released; and by these Presents, doth Remise and Release unto the said C. D. his Executors, Administrators, and Assigns, the Proviso or Condition in the said recited Indenture contained, and all Benefit and Equity of Redemption of the said Messuage, Tenement, and Premises, by virtue or colour thereof, or otherwise howsoever; And also all Covenants, Clauses, and Agreements in the same Indenture comprized, which on the part and behalf of the said C. D. his Executors, Administrators, or Assigns, were to have been, or are, or ought to be performed. And further, the said A. B. for the Considerations aforesaid, and in Consideration also of the Sum of &c. to him in Hand paid by the said C. D. the Receipt whereof is hereby acknowledged, He the said A. B. hath Granted, Bargained and Sold, Released, Ratified, and Confirmed, and by these Presents doth Grant,

The PRACTISING ATTORNEY: Or,

&c. unto the said C. D. All and singular the said Messuage, Tenement, and Premises above recited to have been granted to the said C. D. and every Part and Parcel thereof with the Appurtenances, and also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof with the Appurtenances; And also all the Estate, Right, Title, Claim, and Demand whatsoever, as well in Equity as in Law, of him the said A. B. of, in, and to the said Messuage and Premises, and of, in, and to every Part and Parcel thereof with the Appurtenances, *To have and to hold* all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises abovementioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators, and Assigns, for, and during all the rest and residue of the said Term of 500 Years above recited, which is yet to come and unexpired, freely, and clearly acquitted and discharged of, and from all Benefit and Equity of Redemption whatsoever. And the said A. B. for himself, his Heirs, and Assigns, doth Covenant and Grant to, and with the said C. D. his Executors, Administrators and Assigns, That he the said C. D. his Executors, Administrators and Assigns, shall, and may from time to time, and at all times during the Remainder of the said Term of 500 Years above recited, which is yet to come and unexpired, peaceably and Quietly have, hold, occupy, possess and enjoy, all and singular the said Messuage, Tenement, and Premises, and every Part and Parcel thereof, with the Appurtenances, without the Lett, Trouble, Hindrance, Molestation, Interruption, and Denial, of him the said A. B. his Heirs and Assigns, and of all and every other Person and Persons whatsoever claiming, or to claim by, from, or under him. In Witness, &c.

Articles between an Attorney and his Clerk.

Articles of Agreement made, concluded, and agreed upon this Day, &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part.

Articles.

Imprimis, Whereas the said C. D. hath placed T. D. his Son with the said A. B. as a Clerk, with him to dwell for the Space of five Years to be accounted from the Date hereof, and hath paid with him 100*l*. It is therefore Covenanted

granted and agreed in Manner following, (that is to say) First, the said C.D. doth Covenant with the said A.B. that the said T.D. shall faithfully serve him the said A.B. as his Clerk for the Term of five Years aforesaid, without imbezeling, mispending, or purloining any of the Estate, Money, Goods, Writings, or Chattels of him the said A.B. or any of his Clients, which shall be receiv'd by the said T.D. or committed to his Care or Charge, And that he shall not at any time or times absent himself from his said Master's Service without his Consent, or directly or indirectly disclose or make known any Secrets either of his said Master, or his Clients, to their, or either of their Prejudice, but shall in all Things behave himself as a true and faithful Servant or Clerk ought to do; And also that he the said C.D. shall and will from time to time during the said Term, find and provide for the said T.D. all manner of Apparel both Linnen and Woollen.

Item, The said A.B. for the Considerations aforesaid, doth Covenant with the said C.D. that he, the said A.B. shall and will, during the said Term, in the best manner he can, inform and instruct the said T.D. in the Profession of the Law, and Practice of an Attorney; and shall and will, at the End of the said five Years (at the Costs of the said C.D.) procure the said T.D. to be admitted one of the Entering Clerks of the Court of King's-Bench, &c. under the Prothonotary or Chief Clerk of the said Court. And also, that he the said A.B. shall and will, during the said Term, find and provide the said T.D. competent and sufficient Meat, Drink, and Lodging, And allow him 20*s.* a Year for washing his Linen, and pay him 4*l.* a Year, to wit, 20*s.* a Term towards his Expences in finding himself with Clothes.

In Witness, &c.

Articles between a Merchant and his Apprentice.

Articles of Agreement made, &c. between A. B. of, &c. and C.D. of, &c. and E. D. of, &c.

Whereas the said A.B. the Day of the Date hereof, in Consideration of the Affection which he hath and beareth to the said C.D. is contented to take the said C.D. to be his Servant in Merchandizing Affairs; and to Employ him therein as well in Parts beyond the Seas, as in the Kingdom of Great Britain, where the said A.B. shall, or may hereafter, or now hath Trading and Deal-

ings, for the Space of Seven Years, to commence from, &c. And thereupon the said E. D. Father of the said C. D. doth Covenant and Grant to and with the said A. B. in manner following, viz.

First, That the said C. D. his Son, shall, during the said Term of Seven Years (if he so long live) well, diligently and faithfully, to the utmost of his Power and Skill, serve him the said A. B. in his Trade of Merchandizing, and other his Affairs, in such Place and Places as he the said A. B. shall think fit to appoint: And that he the said C. D. at all Times hereafter during the said Term, shall Receive and Take into his Charge and Custody all such Goods and Merchandizes whatsoever as by or for the Use or Account of the said A. B. shall be Consigned or Sent to him the said C. D. or which he shall be any way Intrusted with: And also sell, utter and dispose of the same Goods and Merchandizes to the best Profit and Advantage he can for the said A. B. his Executors, Administrators or Assigns: And shall also, at all times during the said Term, follow and perform the Advice, Directions and Orders of him the said A. B. which shall by Letter or otherwise be sent, given or made known to him the said C. D. about or concerning the Merchandizing and Business aforesaid.

Item, That he the said C. D. shall, at the Charges of the said A. B. his, &c. Provide and Keep in due Order, Books of Accounts concerning his said Employment as aforesaid, according to the Custom of Merchants in such Cases; And shall deal justly, truly and faithfully to and with the said A. B. his, &c. in all and every his Accounts, Reckonings, Bargains and Dealings relating to his said Employment: And shall constantly once in six Months, during the Term aforesaid, Transmit and Give in to the said A. B. his, &c. True Accounts of all the Businesses and Dealings of him the said C. D. in the Premises: And shall also send Letters of Advice to the said A. B. when abroad, of All Occurrences wherewith it shall be proper the said A. B. should be acquainted with.

Item, It is agreed, That the said C. D. shall from time to time, upon reasonable Request, shew forth and produce all his Books of Accounts concerning his Dealings aforesaid; and make and give unto the said A. B. his, &c. a just, true and final Account in Writing, of, for, and concerning all and every such Goods, Wares, Money, Debts and Merchandizes whatsoever, as well of the said

said A. B. for his own proper Use, as jointly with any other Person or Persons which shall hereafter come to the Hands or Charge of him the said C. D. or for which the said C. D. should or ought to be accountable unto the said A. B. his, &c. And further, That he the said C. D. shall, within one Month next after such Account made and given in, well and truly pay and deliver unto the said A. B. his, &c. all and every such Wares, Money, Goods, Debts and Merchandizes, and other Things whatsoever, as by or upon the foot of the said final Account shall appear to be, and be found due and belonging unto him the said A. B. his, &c. by or from the said C. D.

In Witness, &c.

Articles between a Surveyor of the Customs and his Deputy.

Articles of Agreement, indented, made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part.

Whereas his present Majesty King GEORGE, by his Letters Patent under the Great Seal of Great Britain, bearing Date, &c. Hath Given and Granted to the said A. B. the Office of Surveyor of the Customs and Subsidies in the Port of, &c. To Have, Hold and Enjoy the said Office to the said A. B. and his Substitute, or such Substitutes in that behalf deputed for and during the natural Life of him the said A. B. And whereas the said A. B. by virtue of the said Letters Patents, is sworn and admitted into the said Office, and at the Request of, &c. Hath nominated, constituted and appointed the said C. D. to be his Deputy, to Execute the said Office during the Pleasure of him the said A. B. And to receive and Take the Fees, Perquisites and Profits belonging thereunto, Accounting with and Paying the same to the said A. B. or to such Person or Persons as he shall direct: Now therefore the said C. D. doth for himself, his Executors and Administrators, Covenant and Agree to and with the said A. B. his Executors and Administrators, in Manner and Form following (that is to say)

Imprimis, It is Agreed, That the said C. D. shall and will, with all convenient Speed that may be, Enter upon the said Office, and Continue in and Execute the same, In Trust for, and as Deputy to the said A. B. for so long Time

Time only, and until he the said A. B. shall, and doth signify his Pleasure in Writing, and Notice thereof shall be given to him the said C. D. to the contrary: And that he the said C. D. during the Time of his Execution of the said Office, shall carefully and honestly, diligently and faithfully Execute the same; and also shall and will Receive and Take to the Use of him the said A. B. all the lawful Fees, Perquisites and Profits belonging to the said Office, which he the said C. D. can or may have, receive or obtain; and from time to time, when required by the said A. B. or such other Person or Persons as he the said A. B. under his Hand and Seal, shall for that Purpose appoint, Give a true Account in Writing, under his Hand, of such Fees, Perquisites and Profits belonging to the said Office, which shall be had and received by him, or any Servant or Agent employed by him the said C. D. And also shall and will, when required by the said A. B. &c. make Affidavit before, &c. That the said Account so from time to time to be given by him the said C. D. to the said A. B. &c. is a True and Just Account; and that neither he the said C. D. nor any other Person to his Knowledge or Belief, hath received any Fees, Perquisites or Profits belonging to the said Office, other than those mentioned in such Account: And also that he the said C. D. shall, upon the Request of the said A. B. &c. Pay to him the said A. B. &c. so much Money as shall appear to be due upon the foot of such Account or Accounts so to be given as aforesaid.

Item, it is agreed, That he the said C. D. shall not, nor will do, or cause, or suffer to be done, any Act, Matter or Thing whatsoever, whereby the said Letters Patents or Office may be any ways forfeited, or the said A. B. in any manner damnified or prejudiced in his Right or Title to the same: And also shall and will, from time to time, and at all times, permit and suffer the said A. B. and any Person or Persons authorized by him for that purpose, to Peruse the Books and Papers belonging to the said Office; and further shall, upon Request of the said A. B. or Notice in Writing from him to that purpose, not only deliver up to the said A. B. &c. this present Authority, but also shall and will deliver up the quiet Possession of the said Office, and all Books, Papers, Records, Writings, and Things whatsoever, relating or thereunto belonging to him the said A. B. or to such Person or Persons as he, by any Writing under his Hand, shall direct and appoint to Receive the same.

Item,

Item, It is agreed by and between the said Parties to these Presents, and the said A. B. doth for himself, his Executors and Administrators, Covenant and Grant to and with the said C. D. his Executors and Administrators, That he the said A. B. shall and will, for so long time as he the said C. D. shall Execute the Office aforesaid, allow unto him the said C. D. the Sum of, &c. *per annum*, (Or, &c. part of the Fees, Perquisites and Profits of the said Office) and also shall and will allow the said C. D. the Sum of, &c. for Pens, Ink, Paper, and other Stationary Wares to be used in the Office aforesaid; Besides the Allowances of the Commissioners of the Customs for Clerks to be Employed by the said A. B. &c. All which Clerks are to be kept at the Costs and Charges of the said C. D.

In Witness, &c.

Articles for taking down an Old House, and Erecting a New one.

Articles of Agreement made, &c. between A. B. of &c. and C. D. of &c.

Imprimis, The said C. D. for himself, his Executors, Administrators, and Assigns, Doth Covenant, Promise, and Grant to and with the said A. B. his Executors, Administrators and Assigns by these Presents in manner following; that is to say, That he the said C. D. his Executors, Administrators, and Assigns, or some of them, for the Considerations hereafter-mentioned, shall and will forthwith take down, or cause to be taken down the now dwelling House of him the said A. B. situate, &c. And in the room thereof, shall within the space of, &c. in Good and Workman-like manner Erect, Build, and set up One New Tenement or Dwelling House of Thirty Foot wide in the Front, Fifty Foot long, or deep backwards, and Three Story High, &c. each Story being twelve Feet, and containing, &c. Rooms, together with a Cellar of the Dimensions, &c. And also, That he the said C. D. his, &c. shall find and provide at his and their own proper Costs and Charges all and all manner of Tiles, Bricks, Laths, Nails, Lead, Iron, Sand, and Lime, and all other Materials whatsoever, which shall be fit and necessary to be used in or about the said Building, And shall carry away all Rubbish which shall arise by reason of the said Building, to be Erected, as aforesaid.

And the said A. B. for himself, his Executors and Administrators, in Consideration of the said Building so to be

be Built and Finished in manner aforesaid, Doth Covenant and Grant to and with the said C. D. his Executors, Administrators and Assigns, by these Presents in manner and form following, (that is to say) That he the said A. B. his Executors, Administrators, and Assigns, or some of them, shall and will well and truly Pay or cause to be Paid unto the said C. D. his Executors, Administrators, or Assigns, the Sum of three hundred Pounds of, &c. at three several Payments, viz. One hundred Pound part thereof on, &c. (or in Hand at the Scaling and Delivering hereof) one hundred Pound more when the Roof of the said House is framed and Tiled, and a hundred Pound more, residue and in full Payment of the said Sum of three hundred Pounds, when the whole Building is fully and in a Workman-like manner compleated. In Witness, &c.

Articles for Rebuilding of Mills.

Articles of Agreement Indented, made, &c. between A. B. of &c. and C. D. and E. F. of &c, of the one Part, And G. H. of, &c. of the other Part, in manner following, (that is to say)

Imprimis, The said G. H. for the Considerations herein after-mention'd, Doth Covenant, Promise and Agree to and with the said A. B. C. D. and E. F. and every of them, their and every of their Executors, Administrators, and Assigns, That he the said G. H. shall and will on or before, &c. repair and go to &c, and there in good and Workman-like manner, according to the best of his Art and Skill, by the Directions of the said A. B. &c. or one of them, well and sufficiently Rebuild or cause to be Rebuilt the Mills of, &c. with such Materials and Workmen to be employed under him, as they the said A. B. C. D. and E. F. or either of them, their, or either of their Executors, Administrators, or Assigns, shall find, appoint, and provide for the same.

In Consideration whereof, and as an Encouragement to the said G. H. to be diligent and faithful therein, They the said A. B. C. D. and E. F. do for themselves, their Executors, Administrators, and Assigns, Covenant and Promise to and with the said G. H. well and truly to Pay or cause to be paid unto the said G. H. for all such time as he shall be employed by them the said A. B. C. D. and E. F. or either of them in Rebuilding the Mills aforesaid,

foresaid, Weekly the Wages of twenty Shillings per Week, and so in Proportion for less time than a Week to be paid to him the said G. H. by the said, &c. at &c. And also that They the said A. B. C. D. and E. F. or one of them, shall and will as a farther Encouragement pay or cause to be paid unto the said G. H. over and above the Wages aforesaid, the Sum of Ten Guineas, five Guineas whereof down in Hand, and the other five Guineas on the finishing the Rebuilding of the Mills aforesaid to the Satisfaction and good Liking of them the said A. B. C. D. and E. F. their Executors, Administrators and Assigns.

And lastly, the said G. H. doth Covenant, Promise, and Agree with the said A. B. C. D. E. F. &c. not to absent or depart from the Work and Rebuilding aforesaid, without Leave in Writing obtained from the said A. B. C. D. and E. F. or one of them for the doing thereof, on Pain of forfeiting the Sum of five Shillings per Day for every Day of such Absence; to be stopped and deducted by the said A. B. C. D. and E. F. or one of them out of the Wages aforesaid. In Witness, &c.

Articles for digging of Coals with good Covenants.

Articles of Agreement indented, made, &c. between A. B. of &c. of the one Part, And C. D. and E. F. of, &c. of the other Part, as followeth, viz.

Imprimis, The said A. B. for and in Consideration of the Rent, Covenants and Agreements herein after-mention'd on the Part and Behalf of the said C. D. and E. F. to be paid, observed and perform'd, he the said A. B. Hath given and granted, and by these Presents doth Give and Grant unto the said C. D. and E. F. their Executors, Administrators and Assigns, full and free Liberty and Licence from time to time, and at all times for and during the Term of Seven Years now next coming, to Enter upon, Search, Dig, and Mine for Coals in All those the Grounds of him the said A. B. lying and being in &c. and to Dig, and Sink Pits therein. And in order thereunto, to Drive and Draw a Level for Draining and Carrying away the Water from time to time, arising in any of the said Grounds which shall or may annoy, hinder, or obstruct the working of any Mines therein, and also to Land the Coals, by them there to be found and digged as aforesaid, and to Convert the same to their own use.

Item,

Item, Each of them the said C. D. and E. F. in Consideration of the Liberty and Premises aforesaid, for himself severally and apart, and not jointly, and for his several Executors and Administrators, Doth hereby severally Covenant and Grant to and with the said A. B. his Heirs and Assigns, That they the said C. D. and E. F. shall and will well and truly pay or cause to be paid unto the said A. B. his Heirs or Assigns for every ten Shillings worth of Coals that shall be digged or found in or Landed upon any of the said Grounds, by them, the said C. D. and E. F. or either of them, or by any other Person or Persons by their or either of their Order, Permission, Privy, or Consent, the Sum of one Shilling and three Pence clear of and over and above all Taxes, Reprizes, and other Charges whatsoever, either Ordinary, or Extraordinary, and so proportionably for whatsoever Quantity of Coals shall be Digged or Landed in or upon the said Premises or any part thereof. And also, That they the said C. D. and E. F. their Executors, Administrators, and Assigns, shall and will not only permit and suffer any Person as shall be from time to time appointed by the said A. B. his Heirs and Assigns to take an Account of all Coals that shall be Landed on any of the said Grounds; But shall and will Employ such Person, and weekly Pay him such and the like Wages, as shall be by them or either of them paid to any other Land Workmen there, so as such Person so appointed be an able Land Workman for Digging, for and Landing the said Coals, and so as he do and shall perform the Work and Service of a Land Workman, as other Workmen so employ'd usually Perform and Do. And further, to the End and Intent the said A. B. his Heirs, and Assigns, shall and may from time to time have just and true Accounts of all such Coals as shall be Landed on the said Premises, or any part thereof, It shall and may be Lawful to and for the said A. B. his Heirs, and Assigns, and for such Person or Persons as he shall for that Purpose appoint, to Inspect the Books of Accounts kept of, for, or about the said Coal-Works, and at his Cost to Transcribe or take Copies of such part thereof as he or they shall think fit.

Item, Each of them the said C. D. and E. F. doth hereby severally Covenant and Grant to and with the said A. B. his Heirs, and Assigns, that they the said C. D. and E. F. shall and will at their own Cost and Charges at the Determination of their Term, Liberty, and Licence hereby Granted, remove and carry away out of the said Ground

all

all the Earth, Stone, and other Rubbish that shall then be or remain thereon. And also shall and will fill all and every the Pit and Pits that they, or either of them, or any Persons by them employed shall make therein, and Level and lay Even the same with other Parts of the Ground there, and within six Months after the End of the said Term shall sufficiently make and amend such Fences and Hedges as shall be broken down or spoiled by the means aforesaid. *Provided always*, and it is agreed by and between the said Parties to these Presents, that if at any time hereafter the said C. D. and E. F. or either of them shall forbear or omit to Dig for or Land Coals as aforesaid, by the space of six Months after the Levels are once broke up in the Ground at any one time together, That then and from thenceforth the Liberty and Licence hereby Given and Granted, shall cease, determine, and be void to all Intents and Purposes whatsoever, any Thing herein contained to the contrary notwithstanding. And that then and in such Case it shall and may be lawful to and for the said A. B. his Heirs, and Assigns to Dig, or cause Coals there to be Digged and Landed, and the same to have and dispose to his own Use; and for so doing to have the Benefit and Advantage of the Level or Levels prepared or made by the said C. D. and E. F. &c. for Draining the Water out of the said Mines. And farther, that in case the said Coal-Work shall be continued to the end of the said Term, or as long as Coals can or may be found in or upon the said Premises, or any part thereof; That then all such Levels and Drains as shall have been made in or upon the said Premises, shall and may remain unalter'd as long as the said C. D. and E. F. shall think necessary for Draining any other Works of theirs. So as the said C. D. and E. F. their Executors, &c. shall well and sufficiently Preserve, Maintain, and keep the Lands of the said A. B. and the Tenants thereof, from all Damages that may happen or accrue by means of the Continuance of such Levels or Drains. In Witness, &c.

*Articles, in Consideration of a Marriage, for settling
the Wife's Estate.*

*Articles of Agreement Tripartite, Indented, Made, &c. between
A. B. of &c. of the first Part E. D. of &c. Daughter of &c. of
the second Part, and C. D. and E. F. of &c. of the third Part.*

Whereas the said E. D. by Virtue of the Will of, &c.
or otherwise is seised to her, and her Heirs, in Fee
Simple

Simple of, and in certain Messuages or Tenements with the Appurtenances situate, &c. And whereas a Marriage is intended shortly to be had and solemnized between the said A. B. and E. D. with whom the said A. B. is to have and receive 1000 *l.* in Money over and besides the Houses abovementioned, as, and for her Marriage Portion; It is therefore Covenanted and Agreed, by, and between the said Parties to these Presents in manner following, (that is to say)

Imprimis, The said A. B. for Himself, his Heirs, and Assigns, doth Covenant and Grant, to, and with the said C. D. and E. F. their Heirs and Assigns, That they the said A. B. and E. his intended Wife, in case the said intended Marriage shall be had and solemnized, by Fine, and other good and sufficient Conveyances in the Law, shall settle and assure all those Messuages and Tenements, whereof she is seized as aforesaid, with the Appurtenances, To the Use and Behoof of the said A. B. and his Assigns during the Term of his natural Life; and from, and after the Determination of that Estate, then to the Use and Behoof of the said C. D. and E. F. their Heirs and Assigns, during the natural Life of the said A. B. in Trust, to preserve and support the contingent Remainders herein after limited, And from and after the Decease of the said A. B. then to the Use and Behoof of the said E. D. his now intended Wife, for, and during the Term of her natural Life, And from and after her Decease, then to the Use and Behoof of the Heirs of the Body of the said E. by the said A. B. lawfully to be begotten; And for default of such Issue, then to the Use and Behoof of the said E. her Heirs and Assigns for ever, and to, and for none other Use, Intent, or Purpose whatsoever.

And whereas the said E. D. is also Possessed of, or Interested in, for the Remainder of a Term of Ninety nine Years, &c. If &c. so long live, All that Messuage with the Appurtenances situate, &c. by Virtue of one Indenture of Lease thereof granted to the said E. &c. Now the said A. B. for himself, his Heirs, and Assigns doth further Covenant and Grant to, and with the said C. D. and E. F. their Heirs and Assigns, That they the said, A. B. and E. his intended Wife shall and will, by like good and sufficient Conveyances in the Law, settle and assure the said Messuage, &c. with the Appurtenances, in such manner, as that the same may be held and enjoyed, and the Rents and Profits thereof may be had, received, and taken by the said A. B. and his Assigns, during so many

ny Years of the said Term as he shall happen to live ; And from and after his Decease, then by the said E. his intended Wife and her Assigns, for, and during so many Years of the said Term as she shall happen to live ; And from and after her decease, then by such Children of the said E. by the said A. B. to be begotten, in such manner as it may not be in the Power of the said A. B. to defeat such their Issue ; And for Default of such Issue, then by the Executors and Administrators of the said E. And upon none other Trust, and to, or for none other Intent or Purpose whatsoever.

And forasmuch as the said A. B. is not at present seised or possessed of an Estate sufficient to make a Jointure for the said E. his intended Wife, equivalent to her Fortune, the said A. B. doth for Himself, his Heirs, and Assigns, Covenant, and Grant to and with the said C. D. and E. F. their Heirs and Assigns, That in case the said intended Marriage shall take Effect, and he the said A. B. shall happen to die in the life-time of the said E. that then he the said A. B. shall and will by his Last Will and Testament, or otherwise, give and assure unto the said E. the Sum of 1000 l. of &c. or the full Value thereof in Lands, Tenements, Goods and Chattels, to be at her own proper Disposal, and to be by her received and taken to her own proper Use and Benefit.

In Witness, &c.

Articles for Sale of an Estate.

Articles of Agreement Indented, Made, &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part.

Imprimis, The said A. B. in Consideration of the Sum of 2000 l. of &c. to be paid as herein after is mentioned, doth Covenant and Agree with the said C. D. That he the said A. B. shall and will, at the Costs and Charges of the said C. D. on or before, &c. next coming by such Conveyances, Ways and Means in the Law, as his Counsel shall reasonable Advise, well and sufficiently Grant, Convey, and Assure to the said C. D. and his Heirs, or to whom he or they shall appoint, and to such Uses as he or they shall direct, All that Messuage, &c. with Covenants to be therein contained against all Incumbrances done or committed by him the said A. B. &c.

The PRACTISING ATTORNEY: Or,

Item, The said C. D. for Himself, his Heirs and Assigns, doth Covenant and Grant to and with the said A. B. his Heirs and Assigns, That he the said C. D. shall and will, on executing the said Conveyances, pay unto the said A. B. his Heirs or Assigns, the said Sum of 2000 l. as and for the Purchase Money for the said Messuage and Premises abovementioned.

Item, It is further agreed by and between the said Parties to these Presents, That the said C. D. his Heirs and Assigns, shall and may on &c. Enter into and upon the said Premises, and receive the Profits thereof, to his and their own Use and Uses. In Witness, &c.

An Agreement for Stock, and the Refusal thereof.

In Consideration of five Guineas to me A. B. of &c. in hand paid by C. D. of &c. at, and before the Sealing and Delivery of these Presents, the Receipt whereof I do acknowledge, I the said A. B. do hereby for my Self, my Heirs, Executors, and Administrators, Covenant, Promise, and Agree to, and with the said C. D. his Executors, Administrators and Assigns, That I, the said A. B. my Executors, Administrators or Assigns, shall and will Transfer, or Cause to be Transferred to the said C. D. his Executors, Administrators, or Assigns, One Share in the Stock of the Governor and Company of &c. within three Days next after the same shall be Demanded, as herein after is mentioned, together with all Dividends, Profits, and Advantages whatsoever, that shall, after the Date hereof, be voted, ordered, made, arise, or happen thereon, or in respect thereof (if any shall be) *Provided* the said C. D. his Executors, Administrators, or Assigns, shall make Demand, of the said One Share personally by word of Mouth, of me, my Executors or Administrators, or by a Note in Writing under his or their Hand, to be left with, or for me, my Executors or Administrators, at my now Dwelling House, situate, &c. at any Time on, or before, &c. now next coming, And also pay, or cause to be paid to, or to the Use of me the said A. B. my Executors, Administrators, or Assigns, for the said One Share of Stock and Dividends as aforesaid, within the said three Days next after Demand, the full Sum of 120 l. of &c. at the Place where the Transfer Book belonging to the said Company shall, for the time being, be kept, together with all Advance Money (if any shall be.) *But* if the said C. D. his Executors, Administrators or Assigns, shall not
De.

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Demand the said One Share of Stock as aforesaid within the Time aforesaid; and also pay or cause to be paid to, or to the Use of me, my Executors, Administrators, or Assigns, the said Sum of 120*l.* and all Advance-Money as aforesaid, at the Place aforesaid, within the said Three Days next after such Demand: Then this present Writing to be void, and the said Five Guineas to remain to me the said *A. B.* my Executors and Administrators, for ever. Witness, &c.

Receipt for the Consideration Money.

Received the Day of the Date above written, } *l. s. d.*
of and from the above named *C. D.* Five Gui- } 5 5 0
neas, the Consideration Money above men- }
tioned. *A. B.*

Entry in the Transfer-Book.

I *A. B.* Do hereby Sell, Assign and Transfer unto *C. D.* One Share in the Stock of the Company of, &c. with all the present and future Profits thereof. Witness my Hand this Day, &c. *A. B.*

Acceptance of the Stock.

I *C. D.* do hereby accept the above Share in the Stock of, &c. Witness my Hand, &c. *C. D.*

An Indenture of Apprenticeship.

This Indenture made, &c. Witnesseth, That *A. B.* Son *Inden-*
of *L. B.* of, &c. Hath, of his own free and voluntary Will, *tures, &c.*
placed and bound himself Apprentice unto *C. D.* of, &c.
Sadler, to be taught in the said Trade, Science or Occu-
pation of a Sadler, which he the said *C. D.* now useth,
and with him as an Apprentice to dwell, continue and
serve from the Day of the Date hereof unto the full End
and Term of Seven Years from thence next ensuing, and
fully to be compleat and ended: During all which Term
of Seven Years, the said Apprentice his said Master well
and faithfully shall serve, his Secrets keep, his lawful
Commands every where gladly do, Hurt to his said Master
he shall not do, nor wilfully suffer to be done by others,
but of the same to his Power shall forthwith give notice
to his said Master. The Goods of his said Master he

shall not Imbezle or Wasse, nor them Lend without his Consent to any. At Cards, Dice, or any other unlawful Games, he shall not Play, Taverns or Alehouses he shall not frequent, Fornication he shall not commit, Matrimony he shall not contract, from the Service of his said Master he shall not at any time depart or absent himself without his said Master's Leave ; But in all Things as a Good and Faithful Apprentice shall and will Demean and Behave himself towards his said Master, and all his, during the said Term. And the said Master his said Apprentice the said Trade, Science or Occupation of a Sadler, which he now useth, with all Things thereunto belonging, shall and will Teach and Instruct, or cause to be well and sufficiently Taught and Instructed, after the best Way and Manner that he can ; and shall and will also find and allow unto his said Apprentice, Meat, Drink, Washing, Lodging, and Apparel both Linen and Woollen, and all other Necessaries fit and convenient for such an Apprentice during the Term aforesaid ; and at the End of the said Term shall and will give to the said Apprentice one new Suit of Apparel, &c. In Witness, &c.

An Indenture of Partition.

This Indenture Tripartite, made, &c. between A. B. of, &c. of the first Part, C. B. of, &c. of the second Part, and E. B. of, &c. of the third Part : Whereas T. B. of, &c. Father of the said A. B. C. B. &c. being seised in his Demesne, as of Fee of and in All those Messuages or Tenements, &c. situate, &c. is Dead, without any Heir Male of his Body lawfully begotten, or making any Disposition of the said Premises, whereby all and singular the said Messuages, &c. are descended and come unto the said A. B. C. B. and E. B. *Now this Indenture Witnesseth*, That the said A. B. C. B. and E. B. Have made Partition, and by these Presents do make a full, perfect and absolute Partition of the said Messuages, &c. to and amongst them the said A. B. C. B. and E. B. in Three Parts, in Manner and Form following (that is to say) That she the said A. B. her Heirs and Assigns, shall have, hold and enjoy, To the only proper Use and Behoof of the said A. B. her Heirs and Assigns for ever, All that Messuage, &c. for the full Part, Share and Proportion of her the said A. B. of and in all and every the Messuages, Tenements, Lands and Premises above mentioned, descended to them the said A. B. C. B. and E. B. as aforesaid ; and the said C. B.

C. B. her Heirs and Assigns, shall have, hold and enjoy, To the only proper Use and Behoof of the said C. B. her Heirs and Assigns for ever, All that Messuage, &c. for the full Part and Proportion of her the said C. B. of, in, and to, &c. And that the said E. B. her Heirs and Assigns, shall have, hold and enjoy, &c. for the full Part and Share of her the said E. B. &c. And the said C. B. and E. B. do, by these Presents, grant, assign, release and confirm to the said A. B. and her Heirs, the said Messuage, &c. above mentioned; and all the Estate, Right, Title and Interest, which they the said C. B. and E. B. or either of them, have or hath, or may or ought to have, of, in and to the said Messuage, &c. To have and to hold the said Messuage and Premises, with the Appurtenances, to the said A. B. her Heirs and Assigns, To the only Use and Behoof of the said A. B. her Heirs and Assigns, in Severalty for ever. And the said A. B. and E. B. do, by these Presents, grant, assign, release and confirm to the said C. B. and her Heirs, the said, &c. and all the Estate, &c. To have and to hold the said, &c. to the said C. B. her Heirs and Assigns, for ever. And the said A. B. and C. B. do by these Presents grant, assign, release and confirm to the said E. B. and her Heirs, the said, &c. and all the Estate, &c. To have and to hold the said, &c. to the said E. B. her Heirs and Assigns, in Severalty for ever. And the said C. B. and E. B. severally and apart, and not jointly, and for their several Heirs, Executors, Administrators and Assigns, do severally and apart, and not jointly, Covenant and Grant to and with the said A. B. her Heirs and Assigns, That she the said A. B. her Heirs and Assigns, shall and may from henceforth for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage, &c. before allotted and granted for the Part of the said A. B. Free and discharged of and from all other Estates, Rights, Titles, Interests, Charges and Incumbrances whatsoever, had, made or suffered, or hereafter to be had, made, &c. of or by the said C. B. and E. B. or either of them, their or either of their Heirs or Assigns: And that without any Let, Hindrance, Interruption or Denial of them the said C. B. and E. B. or either of them, their or either of their Heirs or Assigns, or of any other Person or Persons, lawfully claiming by, from, or under them, or any of them. And the said A. B. and E. B. severally and apart, &c. (The like Covenant from A. B. and E. B. that C. B. shall enjoy her Part, and from A. B. and C. B. that E. B. shall enjoy her

Proportion; and you may also add a Covenant for further Assurance within the Space of Seven Years on Request.) In Witness, &c.

A Charter-Party of Affreightment.

This Charter-Party, Indented, made, &c. between A. B. of, &c. Master and Owner of the Ship or Vessel called, &c. of the Burthen of, &c. of the one Part, and C. D. of, &c. Merchant, of the other Part; Witnesseth, That the said A. B. for the Considerations herein after mentioned, Hath Granted, and to Freight Letten, and by these Presents doth Grant, and to Freight Let, unto the said C. D. his Executors, Administrators and Assigns, the whole Tonnage of the Hold, Stern, Sheets and Half Deck of the said Ship or Vessel from the Port of *London* to the Port of, &c. in a Voyage to be made with the said Ship, in Manner following (that is to say) The said A. B. is to sail with the first fair Wind and Weather that shall happen next after, &c. or before, &c. next from the said Port of *London*, with the Goods and Merchandizes of the said C. D. his Factors or Assigns, on Board to, &c. aforesaid, there to be discharged of her said Cargo within Fifteen Days next after her Arrival for the End of the said Voyage: *In Consideration* whereof, the said C. D. for himself, his Executors and Administrators, doth Covenant, Promise and Grant to and with the said A. B. his Executors, Administrators and Assigns, by these Presents, That he the said C. D. his Executors, Administrators, Factors or Assigns, shall and will well and truly pay, or cause to be paid, unto the said A. B. his Executors, Administrators or Assigns, for the Freight of the said Ship and Goods, the Sum of, &c. (or 20 s. per Ton, for unloading and taking in Goods at such and such Ports, &c.) within one and twenty Days after the said Ship's Arrival, and Goods discharged at, &c. aforesaid, for the End of the Voyage; and also shall and will pay for Demorage, if any shall be by the Default of him the said C. D. his Factors or Assigns, the Sum of 20 s. per Day, daily and every Day, as the same shall grow due: And the said A. B. for himself, his Executors and Administrators, doth Covenant, Promise and Grant to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That the said Ship or Vessel shall be ready at the said Port of *London* at, &c. Key, to take in Goods by the said Day, &c. or before, &c. next coming; and within ten Days next after the said Ship

Ship or Vessel shall arrive at the said Port of, &c. in manner, and according to the Times aforesaid, He the said C. D. doth promise to have his Goods ready, and to be put on Board the said Ship to proceed on the said Voyage. And the said A. B. for himself, his Executors and Administrators, doth also Covenant, Promise and Grant to and with the said C. D. his Executors, Administrators and Assigns, That the said Ship or Vessel now is, and at all Times during the said Voyage, shall be, to the best Endeavour of the said A. B. his Executors and Administrators, and at his and their own proper Costs and Charges, in all Things made and kept stiff, staunch and strong, and well furnished and provided as well with Men and Mariners sufficient and able to Sail, Guide and Govern the said Ship, as with all manner of Rigging, Boats, Tackle, Apparel, Furniture, Provision, and Appurtenances fitting and necessary for the said Men and Mariners, and for the said Ship during the Voyage aforesaid. In Witness, &c.

A Deed of Composition with Creditors.

To all People, &c. We whose Names are hereunder set, and Seals affixed, Creditors of A. B. of, &c. send Greeting. Whereas the said A. B. on the Day of the Date of these Presents, doth justly owe, and is indebted unto us the said several Creditors hereunder written, in several Sums of Money; but by reason of many Losses happened unto him, he is unable to Pay and Satisfy us our full Debts: Wherefore we have agreed to undergo a certain Loss, by accepting of 10 s. for every Pound owing by the said A. B. to us his said Creditors, in full Satisfaction and Discharge of our said several and respective Demands. *Now know ye,* That we the said Creditors of the said A. B. do for our selves severally and respectively, and for our several and respective Executors, Administrators and Assigns, covenant, compound and agree to and with the said A. B. his, &c. to accept, receive and take from the said A. B. for each and every Pound that the said A. B. doth owe and is indebted unto us the said several and respective Creditors, whose Hands and Seals are hereunto subscribed and put, the Sum of 10 s. in full Discharge and Satisfaction of the several Debts and Sums of Money that the said A. B. doth owe, and is indebted unto us the said Creditors; so as the said 10 s. to be paid for each and every Pound that the said A. B. doth owe,

and is indebted unto us the said Creditors, who have hereunto subscribed our Hands, be Paid to us the said several Creditors, or to our Executors, Administrators or Assigns, within the Space of six Months next after the Date hereof. And we the said several Creditors do severally and respectively, for our selves and our several and respective Executors, Administrators and Assigns, covenant, promise and agree to and with the said A.B. his Executors, Administrators and Assigns, That he the said A.B. his Executors and Administrators, shall and may from time to time, and at all times, within the said Time and Space of, &c. next ensuing the Date hereof, assign, sell or otherwise dispose of his Goods and Chattels, Wares and Merchandizes, at his own free Will and Pleasure, for and towards the Payment and Satisfaction of the said 10*s.* for each and every Pound that the said A. B. doth owe, and is indebted as aforesaid unto us the said Creditors. And that neither we the said Creditors, or any of us, or the Executors, Administrators and Assigns of us, or any or either of us, shall or will at any time or times hereafter, sue, arrest, molest, trouble, imprison, attach or condemn the said A.B. or his Goods and Chattels, for any Debt or other Thing now due and owing to us or any of us; so that the said A. B. do well and truly pay or cause to be paid the said 10*s.* for every Pound he doth owe and is indebted to us the said, &c. in Manner and Form aforesaid: Provided always, That if Default be made by the said A.B. of or in the Payment of the said 10*s.* for every Pound he doth owe unto us his said Creditors as aforesaid, within the Time above limited for Payment thereof, Then this present Deed of Composition, as to and against the Person or Persons to whom such Default shall be made, shall cease, determine and be void, any Thing herein contained to the contrary notwithstanding. In Witness, &c.

A Licence to a Debtor.

To all People, &c. We C. D. E. F. G. H. &c. whose Names are hereunder written, and Seals affixed, Creditors of A. B. of, &c. send Greeting. Whereas the said A. B. on the Day of the Date hereof, is indebted unto us the said Creditors in divers Sums of Money, which by reason of Great Losses and Misfortunes, he is not at present able to pay and satisfy without respite of Time to be given him for that Purpose: Know ye therefore, That we the
said

faid Creditors, and every of us, do by these Presents, Give and Grant unto the said *A. B.* free Licence, and our sure and safe Conduſt to come and go, and reſort unto us and every of us his ſaid Creditors, to compound and take Order with us and every one of us, for our and every of our ſaid Debts; and alſo to go about his other Buſineſs and Affairs at his free Will and Pleaſure, from the Day of the Date hereof, unto the full End and Term of one whole Year next coming, without any Let, Suit, Trouble, Arreſt, Attachment, or other Diſturbance whatſoever to be offered or done unto him the ſaid *A. B.* his Wares, Goods, Money or Merchandizes whatſoever, by us or any of us, or by the Heirs, Executors, Adminiſtrators, Partners or Aſſigns of us, or any of us, or by our or any of our Means or Procurement. And we the ſaid Creditors ſeverally and reſpectively, each for himſelf, his Executors and Adminiſtrators, doth ſeverally and apart, and not jointly, Covenant and Grant to and with the ſaid *A. B.* by theſe Presents, That if any Trouble, Vexation, Wrong, Damage or Hindrance, ſhall be done unto him the ſaid *A. B.* either in his Body, Goods or Chattels, within the ſaid Term of one whole Year from the Date hereof, by us or any of us, againſt the Tenor and Effect of this our Licence; That then he the ſaid *A. B.* by virtue of theſe Presents, ſhall be diſcharged and acquitted for ever towards and againſt him and them, of us, his and their Heirs, Executors, Adminiſtrators, Partners and Aſſigns, and every of them by whom and by whoſe Means he ſhall be vexed, arreſted, troubled, imprifoned, attached, grieved or damniſied, of all manner of Actions, Suits, Quarrels, Debts, Duties and Demands, either in Law or Equity whatſoever, from the Beginning of the World to the Day of the Date of theſe Presents: Provided always, That if all we the ſaid Creditors above named ſhall not ſubſcribe and ſeal theſe Presents, Then the Liberty and Licence hereby Given and Granted, and every Clause, Matter and Thing contained therein, ſhall ceaſe and be void to all Intents and Purpoſes, any Thing herein before contained to the contrary thereof in any wiſe notwithstanding. In Witneſs, &c.

An Award of Controverſies.

To all to whom this preſent Writing Indented of Award ſhall come Greeting, &c. Whereas there are ſeveral Accounts depending, and divers Controverſies ariſen

arisen between *A. B.* of. and *C. D.* of &c. And where-
as for the putting an end to the said Differences and
Disputes, they the said *A. B.* and *C. D.* by their several
Bonds or Obligations bearing date, &c. last past, are re-
ciprocally become bound each to the other of them in
the penal Sum of, &c. to stand to and abide the Award
and final Determination of us *E. F. G. H.* &c. of, &c.
so as the said Award be made in Writing, and ready to
be deliver'd to the Parties in Difference on or before &c.
next, as by the said Obligations and Conditions thereof
may appear. Now know ye, that we the said Arbitra-
tors, whose Names are hereunto subscribed and Seals
affixed, taking upon us the Burthen of the said Award,
and having fully examined and duly consider'd the
Proofs and Allegations of both the said Parties, do for
the settling Amity and Friendship between them make
and publish this our Award by and between the said
Parties in manner following, (that is to say,) *Imprimis,*
We do award and order, that all Actions, Suits, Quarrels
and Controversies whatsoever, had, moved, arisen, or de-
pending between the said Parties in Law and Equity, for
any manner of Cause whatsoever touching the said
Premisses to the Day of the Date hereof, shall cease and
be no farther Prosecuted. And that each of the said
Parties shall pay and bear his own Costs and Charges in
any wise relating to or concerning the same Premisses.
And we do also award and order, that the said *A. B.*
shall pay or cause to be paid to the said *C. D.* the Sum of
&c. within the space of, &c. And further, we do hereby
award and order, that the said *C. D.* shall on or before,
&c. pay, or cause to be paid unto the said *A. B.* the
Sum of &c. or give sufficient Security for the same to
the said *A. B.* and whereas, &c. we do also award
and order, &c. And Lastly, we do award and order,
that the said *A. B.* and *C. D.* on receipt of the several
Sums of, &c. shall in due form of Law execute each to
the other of them, or to the other's Use, general Re-
leases, sufficient in the Law for the Releasing by each to
the other of them, his Executors, and Administrators
of all Actions, Suits, Arrests, Quarrels, Controversies,
and Demands whatsoever touching or concerning the Pre-
misses aforesaid, or any Matter or Thing thereunto rela-
ting from the beginning of the World until the Day of,
&c. last past (Date of the Arbitration Bonds) In Wit-
ness, &c.

A Bargain and Sale of Goods.

Know all Men, by these Presents, that I *A. B.* of, &c. *Bargains* for and in Consideration of the Sum of, &c. to me in *and Sales* Hand paid at and before the Sealing and Delivery of these Presents by *C. D.* of &c. the Receipt whereof I do hereby acknowledge, Have Granted, Bargained, and Sold, and by these Presents do fully, freely, and absolutely Grant, Bargain, and Sell unto the said *C. D.* All the Goods, Household Stuff, &c. and all other the Goods whatsoever mentioned and contained in the Schedule hereunto annexed, now remaining and being in a certain Messuage, &c. situate, &c. now in the Tenure of, &c. *To have and to hold*, all and singular the said Goods, and every of them by these Presents Bargained and Sold, or mentioned, or intened to be Bargained and Sold unto the said *C. D.* his Executors, Administrators, and Assigns for ever. And I the said *A. B.* for my self, my Executors, and Administrators, all and singular the said Goods, &c. unto the said *C. D.* his Executors, Administrators, and Assigns against me the said *A. B.* my Executors, Administrators, and Assigns, and against all and every other Person and Persons whatsoever shall and will warrant and for ever defend by these Presents, of which Goods, &c. I the said *A. B.* have put the said *C. D.* in full and peaceable Possession, by delivering him, &c. at the Sealing and Delivery hereof. Witness, &c.

Livery of Seisin Indors'd.

Memorandum, The Day, &c. Livery and Seisin was deliver'd by the within named *A. B.* unto the said *C. D.* of &c. in the Name of all the Goods mentioned in the within-written Deed, To hold to him the said *C. D.* &c. according to the Purport of the same Deed.

A Bargain and Sale of Wood and Timber.

This Indenture made, &c. between *A. B.* of &c. of the one part, and *C. D.* of, &c. of the other part, Witnesseth, that the said *A. B.* for and in Consideration of the Sum of, &c. to him in Hand paid by the said *C. D.* at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; He the said *A. B.* hath granted, bargained, and Sold, and by these

these Presents, doth Grant, Bargain, and Sell unto the said C. D. his Executors, Administrators and Assigns, All those Timber Trees, and other Trees now standing and being, &c. containing in Number, &c. and computed to be in the whole about, &c. Tuns: And also all the Loppings, Tops, Shrouds, Limbs, and Boughs of the said Timber Trees, and other Trees, *To have and to hold* the said Timber Trees, Lops, Tops, and Shrouds hereby Bargained, and Sold, or meant, mentioned or intended to be here by Bargained and Sold, unto the said C. D. his Executors, Administrators, and Assigns, to his and their proper Use and Uses for ever. And the said A. B. for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth Covenant, Promise, and Grant, to and with the said C. D. his Executors, Administrators, and Assigns, and every of them by these Presents, That he the said C. D. his Executors, Administrators, or Assigns, shall and may peaceably and quietly have, hold, and enjoy, all and singular the said Timber Trees, and other Trees and Premises herein, or hereby mentioned, or intended to be Granted, Bargained, and Sold, and every part thereof, with free Liberty, to Fell, Cut, Fetch, and Carry away the same to his and their proper Use and Uses for ever, without any Let, Trouble, Molestation, Disturbance, or Denial of him the said A. B. his Heirs, or Assigns, or any Person, or Persons lawfully Claiming, or to Claim from, by, or under him, or them, or any of them. And the said C. D. for himself, his, &c. doth Covenant, and Grant to, and with the said A. B. his, &c. That he the said C. D. &c. shall and will Fell, Cut down, and carry away the said Timber Trees, and other Trees above Bargained and Sold, of and from the Land of the said A. B. &c. on or before, &c. next ensuing the Date hereof. In Witness, &c.

A Bargain and Sale of Lands.

This Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseth, That the said A. B. for and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. the Receipt whereof the said A. B. doth hereby acknowledge. He the said A. B. hath Granted, Bargained and Sold, Alienated, and Confirmed; And by these Presents doth Grant, Bargain, &c. unto the said C. D. his Heirs and Assigns, for ever, All that Messuage, &c. And also all Trees, Woods, Underwoods, Tythes, Commons, Common
of

of Pasture, Profits, Commodities, Advantages, Hereditaments, Ways, Waters, and Appurtenances whatsoever, to the said Messuage, &c. above-mentioned, belonging, or any wise Appertaining: And also the Reversion and Reversions, Remainder and Remainders, Rents, and Services of the said Premisses, and of every Part thereof; And all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, of him the said *A. B.* of, in, and to the said Messuage, Tenement, and Premisses, and every Part thereof, *To have and to hold* the said Messuage or Tenement, and all and singular the said Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* his Heirs, and Assigns, To the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever. And the said *A. B.* for him and his Heirs, the said Messuage or Tenement, and Premisses, and every Part thereof, against him and his Heirs, and against all and every other Person and Persons whatsoever, To the said *C. D.* his Heirs and Assigns, shall, and will Warrant, and for ever Defend by these Presents. In Witness, &c.

A Bill of Sale of Part of a Ship.

To all People, &c. I *A. B.* of, &c. send Greeting. Know ye, that I the said *A. B.* for and in Consideration of the Sum of, &c. to me in hand Paid by *C. D.* of, &c. The Receipt whereof, I do hereby acknowledge, &c. Have Granted, Bargained, and Sold; And by these Presents, I the said *A. B.* Do Grant, Bargain, &c. unto the said *C. D.* One fourth Part (the whole in four Equal Parts to be divided) of the Ship call'd, &c. of the Burden of, &c. or thereabouts, now lying and being in the Port of, &c. Together with one full Fourth Part of all the Masts, Sails, Sail-Yards, Anchors, Cables, Ropes, Cords, Boats, Oars, Guns, Gunpowder, Shot, Tackle, Apparel, Ammunition, and Furniture to the said Ship belonging or appertaining, *To have and to hold* the said Fourth Part of the said Ship, and all other the Premisses hereby Granted, with the Appurtenances, unto the said *C. D.* his Executors, Administrators, and Assigns for ever, as his and their own proper Goods, and to his and their own proper Use and Uses for ever. And I the said *A. B.* do for myself, my Heirs, Executors, and Administrators, Covenant and Grant to and with the said *C. D.* his Executors, Administrators, and Assigns, by these Presents, That I the said *A. B.* the

the Time of Sealing and Delivery of these Presents, am the true and lawful Owner and Proprietor of the said Fourth Part of the said Ship, and Premisses hereby Granted, with the Appurtenances. And have full Power and lawful Authority to Grant, Bargain, and Sell the said Fourth Part of the said Ship, and Premisses hereby mentioned to be Granted, with the Appurtenances, unto the said C. D. his Executors, Administrators, and Assigns, in manner aforesaid. And also that it shall and may be lawful, to and for the said C. D. his Executors, Administrators, and Assigns, from time to time, and at all times hereafter, quietly and Peaceably, To have, hold, possess, and enjoy the said Fourth Part of the said Ship, and all other the Premisses hereby granted, or mentioned, or intended to be granted, with the Appurtenances, without the Let, Trouble, Denial, Molestation, Hindrance, or Disturbance whatsoever, of me the said A. B. my Executors, Administrators, or Assigns, or of any other Person or Persons whatsoever, lawfully Claiming, or to Claim from, by, or under me, them, or any of us. And that Freed and Discharged of and from all former and other Bargains, Sales, and Incumbrances, made, done, or committed by me the said A. B. &c. In Witness, &c.

A Gift of Personal Estate.

*Gifts,
Grants,
&c.*

To all People, &c. I A. B. of, &c. send Greeting: Know ye that I the said A. B. for and in Consideration of the Natural Love and Affection which I have and bear unto my beloved Brother C. B. of, &c. And also for divers other good Causes and Considerations me hereunto moving, Have Given and Granted, and by these Presents Do Give, Grant, and Confirm unto the said C. B. All and singular my Goods, Chattels, Plate, Jewels, Leases, and Personal Estate whatsoever, in whose Hands, Custody, or Possession soever they be, within the Kingdom of Great-Britain, &c. To have, hold, and enjoy all and singular the said Goods, Chattels, and Personal Estate aforesaid, unto the said C. B. his Executors, Administrators, and Assigns, To the only proper Use and Behoof of him the said C. B. his Executors, Administrators, and Assigns for ever. And I the said A. B. All and singular the aforesaid Goods, Chattels, and Premisses to the said C. B. his Executors, Administrators, and Assigns, against all Persons whatsoever, shall and will Warrant, and for ever Defend by these Presents. In Witness, &c.

A Gift of a Manor and Lands.

This Indenture made, &c. between A. B. of, &c. of the one Part, and T. B. of, &c. Son of the said A. B. of the other Part, Witnesseth, That the said A. B. as well for and in Consideration of the Natural Love and Affection which he the said A. B. hath and beareth unto the said T. B. as also for the better Maintenance, Livelihood, and Preferment of him the said T. B. Hath Given, Granted, Aliened, Enfeoffed, and Confirmed; And by these Presents doth Give, Grant, &c. unto the said T. B. his Heirs and Assigns, All that Capital Messuage, or Dwelling-House, with the Dove-House, Stable, Barn, Orchard, Garden, and several Pieces or Parcels of Land, Arable, Meadow, and Pasture thereunto adjoining and belonging, commonly called by the Names of, &c. in the Tenure or Occupation of, &c. And all that the Manor of, &c. lying and being in, &c. And all and singular the Houses, Edifices, Buildings, Barns, Stables, Courts, Curtilages, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Trees, Woods, Underwoods, Commons, Common of Pasture, Ways, Paths, Passages, Waters, Water-courses, Easements, Profits, Commodities, Royalties, Privileges, Franchises, Liberties, Advantages, Emoluments, Hereditaments, and Appurtenances whatsoever, to the said Manor, Capital Messuage, Lands, Tenements, Hereditaments, and Premises hereby mentioned, or intended to be granted, or to any of them, or any Part or Parcel of them, belonging, or in any wise appertaining, or therewithal commonly used, occupied, or enjoyed, or accepted, reputed, taken, or known as Part, Parcel, or belonging of or to the same; And the Reversion and Reversions, Remainder and Remainders, Rents, and Services of all and singular the said Premises; And all the Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of him the said A. B. of, in, and to the said Manor, Capital Messuage, Lands, Tenements, and Premises, and of, in, and to every Part and Parcel thereof, with their and every of their Appurtenances. And all Deeds, Evidences, and Writings concerning the said Premises only, or only any Part thereof, now in the Hands or Custody of the said A. B. or which he may get or come by without Suit in Law; Together with true Copies of all other Deeds, Evidences, and Writings concerning the said Premises only, or only any Part thereof, amongst other Lands, the same Copies to

to be made and written at the Costs and Charges of the said T. B. his Heirs; or Assigns, *To have and to hold* the said Manor, Capital Messuage, Lands, Tenements, Hereditaments, and all and singular the Premises hereby Granted and Conveyed, or mentioned, or intended to be Granted and Conveyed, with their and every of their Appurtenances, unto the said T. B. his Heirs, and Assigns, To the only proper Use and Behoof of him the said T. B. his Heirs, and Assigns for ever. And the said A. B. for himself, his Heirs, Executors, and Administrators, Doth Covenant and Grant to and with the said T. B. his Heirs, and Assigns, by these Presents, That he the said T. B. his Heirs, and Assigns shall, and lawfully may, from henceforth, for ever, hereafter peaceably and quietly have, hold, use, occupy, possess, and enjoy the said Manor, Capital Messuage, Lands, Tenements, Hereditaments, and Premises hereby Granted and Conveyed, or mentioned, or intended to be Granted and Conveyed, with their and every of their Appurtenances, Free, Clear, and Discharged, or well and sufficiently saved and kept harmless, of and from all former and other Grants, Bargains, Sales, Gifts, Jointures, Feoffments, Dowers, Estates, Entails, Rents, Rent-Charges, Arrearages of Rents, Statutes, Judgments, Recognizances, Executions, Statutes Merchant, and of the Staple, Extents, and of and from all other Titles, Troubles, Charges, and Incumbrances whatsoever, had made, committed, done, or suffered or to be had, made, committed, &c. by him the said A. B. his Heirs, Executors, or Administrators, or any other Person or Persons, lawfully Claiming, or to Claim by, from, or under him, them, or any, or either of them. In Witness, &c.

A Grant of an Office.

To all People, &c. I *Thomas Duke and Marquis of, &c. Custos Rotulorum* of the County of, &c. send Greeting: Whereas his Majesty King *George*, according to an Act of Parliament made in the Year, &c. intituled, *An Act for the Custos Rotulorum, and Clerkship of the Peace*, &c. hath by his Letters Patents, under the Great Seal of *Great Britain*, nominated and appointed me the said Duke of, &c. his Majesty's *Custos Rotulorum* of the County of, &c. Be it therefore known to all Persons whom this present Writing may concern, That I the said Duke of, &c. being fully inform'd and satisfy'd of the Learning and Experience of A. B. of, &c. Gent. in the Laws of this Realm, of his

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Ability, Prudence, and Integrity, and his being in all Respects well Qualified for the Execution of the Office of Clerk of the Peace, In pursuance of the Power and Authority to me given by the Acts of Parliament, and Letters Patent aforesaid, or either of them, or otherwise howsoever: And to the Intent the said Office of Clerk of the Peace may be well and duly Executed, by a Person of Knowledge, Industry, and Integrity, residing in the same County, Have given and granted, and by these Presents do give and grant unto the said *A. B.* the said Office and Clerkship of Clerk of the Peace of the County of, &c. aforesaid, *To have, hold, enjoy and execute the said Office by him or his sufficient Deputy; and take and receive the Fees, Profits and Perquisites thereof, for so long time as he the said A. B. shall well execute and demean himself in the said Office. Given, &c.*

A Grant of an Advowson.

To all People, &c. *A. B.* of, &c. Esq; Patron of the Rectory or Parish Church of, &c. in the Diocese of, &c. sendeth Greeting. *Know ye,* That the said *A. B.* for divers good Causes and Considerations him thereunto moving, Hath given, granted and confirmed, and by these Presents doth, for him and his Heirs, give, grant and confirm unto *C. D.* of, &c. his Executors, Administrators and Assigns, the first and next Advowson, Donation, Nomination, Presentation, Free Disposition, and Right of Patronage, of and to the Parsonage, Rectory or Parish Church of, &c. aforesaid, with full Power and Authority to and for the said *C. D.* his Executors, Administrators and Assigns, to Present a fit Person to the said Rectory or Parish Church, whensoever the same shall first and next happen to become void, by the Death, Resignation or Deprivation of, &c. the present Incumbent thereof, or otherwise howsoever: And to do and perform all and every Act and Acts, Thing and Things wharsoever, in order to the same, in as full, large and ample Manner, to all Intents and Purposes, as the said *A. B.* or his Heirs, may, might, or hereafter could have done, if this present Grant had not been made, Freed and discharged, or otherwise by him the said *A. B.* and his Heirs, well and sufficiently saved harmless and indemnified of and from all and all manner of former or other Gifts, Grants or Incumbrances wharsoever, whereby to defeat or make void this present Grant, had, made, committed, done or suffered, or to be

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had, made, &c. by the said *A. B.* his Heirs or Assigns, or by any other Person or Persons whatsoever, lawfully claiming from, by, or under him, them, or any of them. In Witness, &c.

A Grant of an Annuity.

This Indenture made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, Witnesseth, That the said *A. B.* for and in Consideration of the Sum of, &c. to him in hand paid by the said *C. D.* the Receipt whereof is hereby acknowledged, He the said *A. B.* Hath Given, Granted and Confirmed, and by these Presents Doth Give, Grant, &c. unto the said *C. D.* and his Assigns, One Annuity of, &c. to be Received, taken, had, and to be Issuing out of All that Messuage, &c. with all and singular the Hereditaments and Appurtenances thereunto belonging, and every Part and Parcel thereof, *To have and to hold* the said Annuity or Yearly Rent Charge of, &c. above mentioned, and every Part and Parcel thereof, unto the said *C. D.* and his Assigns, for and during the Natural Life of him the said *C. D.* Payable and to be Paid in and upon, &c. Yearly, by even and equal Portions: And if it shall happen the said Annuity of, &c. or any Part thereof, to be behind and unpaid, in part or in all, by the Space of 21 Days next after either of the said Days or Times of Payment thereof, whereon the same should, or of Right ought to be paid as aforesaid; That then, and so often, and at any Time thence after, it shall and may be lawful to and for the said *C. D.* and his Assigns, into the said Premises above mentioned, or into any Part thereof, to Enter and Distrain, and the Distress and Distresses then and there found, to take, lead, drive, carry away and impound, and the same in Pound to detain and keep until the said Annuity, and the Arrears thereof (if any shall be) together with all Costs and Charges thereabout, shall be fully paid and satisfied. And the said *A. B.* for himself, his Heirs and Assigns, doth Covenant and Grant to and with the said *C. D.* his Executors, Administrators and Assigns, That he the said *A. B.* his Heirs and Assigns, shall and will well and truly pay, or cause to be paid, unto the said *C. D.* or his Assigns, the said Annuity or Yearly Rent-Charge of, &c. above mentioned, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents. And also, That the said Messuage,
 &c.

&c. and Hereditaments above mentioned, to be Charged or Chargeable with the said Annuity hereby Granted, shall from time to time be and continue Overt, and sufficient for the Payment of the said Annuity of, &c. Yearly, during the Life of the said C. D. In Witness, &c.

An Exchange of Lands.

This Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, *Witnesseth*, That the said A. B. Hath Given and Granted, and by these Presents Doth Give and Grant unto the said C. D. All that Messuage, &c. lying and being, &c. *To have and to hold* the said Messuage or Tenement and Premises above mentioned, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of Ninety-nine Years next and immediately ensuing, &c. and fully to be compleat and ended; If the said A. B. C. B. &c. shall happen so long to live, *In Exchange* for one Messuage, &c. lying and being in, &c. Given and Granted in Exchange by the said C. D. *And this Indenture further Witnesseth*, That the said C. D. for the Considerations aforesaid, Hath Given and Granted, and by these Presents doth Give and Grant, unto the said A. B. All that the said Messuage, &c. called, &c. last above mentioned, *To have and to hold* the said Messuage or Tenement, and Premises last above mentioned, with the Appurtenances, unto the said A. B. his Executors, Administrators and Assigns, for and during the Term of Ninety nine Years next and immediately ensuing, &c. and fully to be Compleat and Ended, If he the said C. D. E. D. &c. shall happen so long to live, *In Exchange* for the said Messuage or Tenement and Premises first above mentioned to be Given and Granted in Exchange by the said A. B. And the said A. B. for himself, his Executors and Administrators, Doth Covenant and Grant to and with the said C. D. his Executors and Administrators, That he the said C. D. his Executors, Administrators and Assigns, shall and may from time to time, and at all times, during the said Term hereby Granted, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premises first above mentioned, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said A. B. his Executors and Assigns, and every of them, and of all and every other Person and Persons whatsoever, claiming in,

by, from or under him, them or any of them. And the said C. D. for himself, his Executors and Administrators, doth Covenant and Grant to and with the said A. B. his Executors and Administrators, That he the said A. B. his Executors, Administrators and Assigns, shall and may, from time to time, and at all times, during the said Term hereby Granted, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premises last above mentioned, without the Let, Trouble, Hinderance, Molestation, Interruption or Denial of him the said C. D. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever, claiming in, by, from or under him, them, or any of them. In Witness, &c.

A Lease of a House in London.

Leases.

This Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part; Witnesseth, That for and in Consideration of the Rents and Covenants herein after reserved and contained, on the Part and Behalf of the said C. D. his Executors and Administrators to be paid, kept and performed, He the said A. B. Hath Demised, Granted, and to Farm Letten, and by these Presents doth Demise, Grant, &c. unto the said C. D. All that Messuage or Tenement, situate, &c. together with all and singular Cellars, Sollars, Chambers, Rooms, Lights, Ways, Water-Courses, Easements, Profits, Commodities and Appurtenances to the said Messuage or Tenement belonging or appertaining, *To Have and to hold* the said Messuage or Tenement, and all and singular the Premises, with their and every of their Appurtenances herein before mentioned, or intended to be hereby Demised unto the said C. D. his Executors, Administrators and Assigns, from the Feast of, &c. for and during, and unto the full End and Term of Fourteen Years, from thence next ensuing, and fully to be compleat and ended; *Yielding and Paying* therefore Yearly, and every Year, during the said Term, unto the said A. B. his Executors, Administrators or Assigns, the Rent or Sum of 30 l. of, &c. on the four most usual Feast-Days or Terms in the Year, (that is to say) The Feast of St. Michael the Archangel, the Birth of our Lord Christ, the Annunciation of the Blessed Virgin Mary, and the Nativity of St. John the Baptist, by even and equal Portions. And if it shall happen the said Yearly Rent of 30 l. or any Part thereof, shall be

be behind and unpaid by the Space of 28 Days next after any of the said Feast-Days, on which the same ought to be paid as aforesaid (being lawfully demanded) That then, and at all times then after, it shall and may be lawful to and for the said A. B. his Executors, &c. into the said Demised Messuage or Tenement and Premises, or into any Part thereof, in the Name of the whole, to Re-enter, and the same to have again, re-possess and enjoy, as in his and their former Estate; and the said C. D. his Executors, Administrators, and Assigns, thereout and from thence to Expel, and put out, any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said C. D. for himself, his Executors, &c. doth Covenant and Grant to and with the said A. B. his Executors, &c. by these Presents, That he the said C. D. shall and will, during the said Term hereby Demised, well and truly pay, or cause to be paid, unto the said A. B. his Executors, &c. the said Yearly Rent or Sum of 30 l. on the Days and Times, and in Manner and Form above mentioned, for Payment thereof, according to the Reservation thereof as aforesaid, and the true Intent and Meaning of these Presents: And also that he the said C. D. his Executors, &c. or some, or one of them, shall and will, at his or their own proper Costs and Charges, well and sufficiently repair, uphold, support, maintain, and keep the said Messuage or Tenement and Premises, with the Glass-Windows, Pavements, Privies, Sinks, Gutters and Wydraughts belonging to the same, in, by and with all and all manner of needful and necessary Reparations and Amendments whatsoever, when and as often as Need or Occasion shall be or require, during the Term, (the Casualty of Fire, which may burn down or destroy the said Messuage or Tenement, and Premises, or any Part thereof, only excepted.) And the said Messuage or Tenement and Premises, being so well and sufficiently repaired, upheld, &c. at the End of the said Term, or other sooner Determination of this present Demise, unto the said A. B. his Executors, &c. shall and will peaceably and quietly leave and yield up (except as is before excepted.) And further, That it shall and may be lawful to and for the said A. B. his Executors, &c. or any of them, with Workmen or others, or without, twice in every Year, during the Continuance of this Demise, at reasonable Times, in the Day-time, to enter and come into and upon the said Demised Premises, or any Part thereof, and view, search and see the State and Condition

of the Reparations of the same, and of all Defects, Defaults and Want of Repairs then and there found, to give or leave Notice or Warning in Writing, at and upon the said Demised Premises, to and for the said C. D. for the repairing and amending of the same within the Space of, &c. then next following : In which said Space or Time of, &c. after every or any such Notice or Warning, he the said C. D. for himself, his Executors, &c. doth hereby Covenant and Grant to and with the said A. B. his Executors, &c. well and sufficiently to repair and amend the Defects and Want of Reparations so to be found as aforesaid (except as is before excepted.) And also, That he the said C. D. his Executors, &c. shall and will, at all Times hereafter, during the Term hereby Demised, bear, pay and discharge all Taxes, Charges, Impositions and Parish-Duties, which shall be taxed, charged, imposed or assessed upon the said Messuage or Premises aforesaid, or any Part thereof. And the said A. B. for himself, his Executors, &c. doth Covenant and Grant to and with the said C. D. his, &c. That he the said C. D. his Executors, &c. paying the said Yearly Rent of, &c. and performing all and every the Covenants and Agreements herein before contained, which on his or their Parts and Behalvs are, or ought to be paid, done and performed, shall and may, peaceably and quietly, have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and Premises hereby Demised, for and during the Term hereby Granted, without any Lawful Let, Suit, Trouble, or Interruption of or by the said A. B. his Executors, &c. or any of them, or by any other Person or Persons lawfully claiming, or to claim by, from or under him, them, or any of them, or by or thro' his, their, or any of their Acts, Means, or Procurement. In Witness, &c.

If there are Goods Let with the House, then say (in the Grant) All that Messuage, &c. with all Ways, &c. Together with the Use of the Goods in the Schedule hereto annexed, mentioned. And in the Covenant for leaving the Premises in Repair, add, And also shall and will then leave unto the said A. B. his Executors, &c. All such Goods as are mentioned in the Schedule hereto annexed, in as good Condition as they are now in, (reasonable Usage of them, and the Casualty of Fire in the mean time excepted.) And the Schedule is thus :

The

The Schedule of Goods, to which the Indenture hereto annexed refers.

Imprimis, In the Parlour, one Walnut-Tree Table, a Pier Looking-Glass, two Glass Sconces, &c.

Item, In the Dining-Room, up one Pair of Stairs, &c.

Item, In the best Chamber, two Pair of Stairs, &c.

Item, &c.

A Lease of Tithes, in the Country.

This Indenture made, &c. between A. B. Rector of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseth, That the said A. B. for and in Consideration of the Rent herein after reserved and contained, Hath Demised, Granted, and to Farm Letten, and by these Presents Doth Demise, Grant, &c. unto the said C. D. his Executors, Administrators and Assigns, All and all Manner of Tithes of Corn, Grain, Hay and Herbage yearly growing, increasing or happening within the Parish of, &c. And all Profits, of what kind soever, belonging to the Parsonage or Rectory there, *To have and to hold*, receive and take, all and every the said Tithes and Profits unto the said C. D. his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during, and unto the full End and Term of 21 Years from thence next ensuing, and fully to be completed, If he the said A. B. shall so long continue Rector of the said Parish of, &c. aforesaid, *Yielding and Paying* therefore yearly, and every Year, during the said Term, unto the said A. B. and his Assigns, the Rent or Sum of 100 l. of, &c. at and upon the Days of, &c. by even and equal Portions, in the Parsonage-House of, &c. aforesaid. *Provided* always, That if the said Rent of 100 l. or any Part thereof, shall be behind and unpaid by the Space of 28 Days after the Days and Times appointed and limited for Payment thereof, Then this present Demise and every Thing herein contained, shall cease, determine, and be void. And the said C. D. doth for Himself, his Executors, Administrators, and Assigns, and for every of them, Covenant, Promise, and Grant to, and with the said A. B. his Executors and Administrators, and to, and with every of them by these Presents, That he the said C. D. his Executors, Administrators, or Assigns, shall and will from time to time, and at all times during the continuance of this Demise, well and truly pay and satisfy the Rent aforesaid, at the Days and Times afore-

said appointed for Payment thereof. And also shall and will Pay and Discharge all manner of Taxes which shall be imposed upon the said Demised Premises. And the said A. B. for himself, his Heirs, Executors, and Administrators, and every of them, Doth Covenant, Promise, and Grant to and with the said C. D. his Executors, Administrators, and Assigns, and to and with every of them, by these Presents, That for and under the Rents and Covenants herein before reserved and contained on the Part of the said C. D. his Executors, Administrators, or Assigns, to be Paid and Performed, He the said C. D. his Executors, Administrators, and Assigns, shall and may Have, hold, and enjoy the Tithes and Premises aforesaid, and every Part and Parcel thereof, during the said Term hereby granted as aforesaid, without any Let, Trouble, Molestation, Interruption, or Denial of him the said A. B. or his Assigns, or any other Person or Persons claiming by, from, or under him. In Witness, &c.

A Lease of a Mill.

This Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, witnesseth, that the said A. B. for and in Consideration of the Rent and Covenants herein after reserved and contained, which on the part and behalf of the said C. D. his Executors and Administrators are and ought to be paid, observed, and performed, Hath Demised, Granted, and to Farm Letten, and by these Presents doth Demise, Grant, &c. unto the said C. D. All that Water-Grift Mill, called or known by the Name of, &c. Situate, &c. And the Ground whereupon the said Mill doth stand, containing, &c. And also all Toll, Custom, and Benefit of Grinding of Corn and Grain whatsoever; And all and singular Weirs and Mill-Ponds, Mill-Pools, Mill-Damms, Planks, Banks, Ponds, Streams, Waters, Water-Courses, Rivers, Fishings, Fishing Places, Ways, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatsoever to the said Mill, and other the Premises by these Presents Demised and Granted, or any of them, or to any part or parcel thereof incident, belonging, or appertaining, or to or with the same now or at any time heretofore Let, Used, Occupied, or Enjoyed; To Have and to Hold the said Mill, Toll, Custom, and all and singular other the Premises hereby granted, with the Appurtenances, unto the said

C. D.

C. D. his Executors, Administrators, and Assigns, for and during the Term of 7 Years, and fully to be Completed and Ended. Yielding and Paying therefore Yearly, during the said Term, unto the said A. B. his Heirs and Assigns the Yearly Rent of, &c. in and upon, &c. by even and equal Portions. And if it shall happen, the said Yearly Rent above reserv'd, or any part thereof to be behind and unpaid in part or in all, by the Space of 21 Days next after any or either of the said Days appointed for Payment thereof; Then and from thenceforth it shall and may be lawful to and for the said A. B. his Heirs or Assigns, into the said Mill and Premises, or any part thereof, in the Name of the whole, to Re-enter, and the same to have again, Repossess, and Enjoy as in his and their first and former Estate or Estates, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said C. D. for himself, his Executors, Administrators, and Assigns, doth Covenant and Grant to and with the said A. B. his Heirs and Assigns, that he the said C. D. his Executors, Administrators, and Assigns, shall and will well and truly pay, or cause to be paid unto the said A. B. his Heirs or Assigns, the said Yearly Rent above reserved at the Days and Times, and in manner and form above expressed, according to the true Intent and Meaning of these Presents. And also, that he the said C. D. his, &c. shall and will during the said Term, Repair the said Mill and Premises, (Except the Great Wheel thereof, which the said A. B. is to maintain in Good Repair, &c.) And the said A. B. for himself, his Heirs, and Assigns, doth Covenant and Grant to and with the said C. D. his Executors, Administrators, and Assigns, that he the said C. D. his Executors, Administrators, and Assigns, shall and may by and under the Yearly Rent and Covenants herein reserved and contained, peaceably and quietly have, hold, occupy, possess, and enjoy All and Singular the said Mill and Premises above-mentioned, with the Appurtenances for and during the said Term hereby Granted, without the Let, Trouble, Hinderance, Molestation, Interruption, and Denial of him the said A. B. his Heirs and Assigns, or of any other Person or Persons claiming, or to claim by, from, or under him. In Witness, &c.

A Lease of a Fishery and Royalty.

This Indenture made, &c. between A. B. of, &c. of the one part, And C. D. of, &c. of the other part, Witnesseth,

nesseth, that the said A. B. for and in Consideration of the Yearly Rent and Covenants herein after mentioned, Hath demised, Granted, and to Farm Let, and by these Presents doth Demise, &c. unto the said C. D. All that the Fishery and Liberty of Fishing in the River of, &c. from, &c. to, &c. And all that the Royalty of Hunting, Hawking, and Fowling, belonging to him the said A. B. within the Manor of, &c. aforesaid. And also all Profits, Benefits, and Advantages whatsoever to the said Fishery and Royalty, or either of them, belonging or appertaining, *To have and to hold* the said Fishery and Liberty of Fishing, and the said Royalty and Liberty of Hunting, Hawking, and Fowling aforesaid, with their and every of their Appurtenances unto the said C. D. his Executors, Administrators, and Assigns, from the Feast of, &c. for and during, and unto the full End and Term of 5 Years from thence next ensuing, and fully to be compleat and ended. Yielding and Paying therefore Yearly and every Year during the said Term unto the said A. B. his Heirs and Assigns, the Rent or Sum of, &c. at the two most usual Feasts or Terms in the Year, (that is to say) the Feast of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions. And the said C. D. for himself, his Executors, Administrators, and Assigns, doth Covenant, Promise, and Grant to and with the said A. B. his Heirs and Assigns, that he the said C. D. his Executors, Administrators, and Assigns, shall and will during the said Term well and truly pay or cause to be paid unto the said A. B. his Heirs or Assigns, the said Yearly Rent of, &c. at the Days and Times above Limited for Payment thereof, without any Deduction as aforesaid. Provided always, that if the said Yearly Rent of, &c. or any part thereof, shall be behind and unpaid in part or in all by the Space of, &c. Days next after any of the said Feast-Days above-mentioned for Payment thereof during the said Term, That then and from thenceforth it shall and may be lawful for the said A. B. his Heirs or Assigns, to avoid the Lease hereby made, and Enjoy the Premises above-mentioned to be Granted as in his and their former Estate and Estates. And the said A. B. for himself and his Heirs doth Covenant, Promise, and Grant to and with the said C. D. his Executors, &c. that the said C. D. his Executors, Administrators, and Assigns, Paying the said Yearly Rent of, &c. and performing the Covenants on his part and behalf, to be performed and kept, shall and may

may from time to time, and at all times hereafter, during the Continuance of the said Term hereby Demised, lawfully, peaceably, and quietly Have, Hold, Occupy Possess, and Enjoy the said Fishery and Royalty, with their Appurtenances hereby Demised, and every part and parcel thereof, without the Let, Suit, Trouble, Eviction, or Disturbance of him the said A.B. his Heirs or Assigns, or of any other Person or Persons whatsoever claiming, or to claim by, from, or under him, them, or any of them, or by his, their, or any of their Acts or Means. In Witness, &c.

A Lease of Ground for Building a House.

This Indenture made, &c. between A.B. of, &c. of the one part, and C.D. of, &c. of the other part, Witnesseth, that the said A.B. for divers good Causes and Considerations, &c. Hath Demised and Granted, &c. unto the said C.D. All that Piece or Parcel of Ground, containing in Length Thirty Foot, and in Breadth Twenty-five Foot, or thereabouts, lying and being in, &c. To Have and to Hold the said Piece or Parcel of Ground, and Premises abovementioned, unto the said C.D. his Executors, Administrators, and Assigns, &c. for and during, and unto the full End and Term of ~~10~~ Years from thence ensuing, and fully to be Compleat and Ended, Yielding and Paying, &c. the first Payment thereof to be made on the Feast-Day of, &c. And if it shall happen the said Yearly Rent of, &c. shall be behind and unpaid, &c. That then and from thenceforth it shall and may be lawful to and for the said A.B. his, &c. ~~into~~ the above Demised Premises, to re-enter, &c. any thing herein contained to the contrary notwithstanding. And the said C.D. for himself, his Executors, &c. doth Covenant and Grant to and with the said A.B. his, &c. That he the said A.B. his, &c. shall and will at his and their own proper Costs and Charges in all things, make, erect, set up and finish, or cause to be made, erected, &c. before the Feast of, &c. upon the said Ground and Soil herein before mentioned to be Demised, one good and substantial House of Brick of three Stories High besides the Garret, the lower Story whereof shall be ten Foot High at the least, the next Story over that shall be likewise ten Foot high at the least, and the third Story shall be eight Foot high at the least, and the Garrets six Foot high, &c. And shall and will make or cause to be made

to

to every Room thereof (the Garrets excepted) two hand-
 some Sash Windows of good Carpenters or Joiners
 Work, each of them six Foot high, and four Foot broad,
 and shall well Sash and Glaze the same with good Crown
 Glass, And shall Ciel all the Floors over head with Lime
 and Hair without any Loam, And make convenient Dor-
 mer Windows to all the Garrets, And Tile over all the
 said Building, with, &c. Tiles, and lay the Tiles with
 Lime and Sand, And shall make convenient Doors, with
 Hooks, Hinges, Locks, and Keys to all the Rooms of
 the said Building, And Floor with Inch Board all the
 Floors, and nail them with eight-penny Nails, And make
 convenient Chimneys with Brick, Lime, and Sand, and
 free-stone Hearths, &c. And one convenient Cellar through-
 out all the said Building, to be paved with Brick, And a
 Vault of Bricks for a Privy, such Vault to be conti-
 nued and carried up with a Leaden Pipe into the Garret,
 And shall pave with Stone the Street on both sides the said
 Building, &c. And the said C. D. his, &c. shall also from
 time to time, and at all times during the said Term of thir-
 ty Years when and as often as need shall require, at his,
 and their proper Costs and Charges, repair, uphold, main-
 tain, and keep, the said Building and Tenement so erected
 and finished, in, by, and with all manner of necessary
 Reparations whatsoever, and the same so repaired, upheld,
 and kept in good and sufficient Repair, shall, and will
 leave and yield up, with all Doors, Windows, Wainscot,
 Shelves, Locks, and Keys belonging to the same at the
 End and Expiration of this present Demise. And the said
 C. D. his, &c. shall not sell Beer, or Ale, or other Victuals,
 nor keep any Victualling within the said Tenement, nor
 use, or permit the Trade of a Fallow-Chandler, or other
 such like offensive Trade to be carried on therein, at any
 time during the said Term, without the Licence of the said
 A. B. his, &c. first had and obtained in Writing. *Provided*
 always, and it is covenanted and agreed by and between
 the said Parties to these Presents, that if the said C. D.
 his, &c. or some of them, do not before the Feast of &c.
 aforesaid, at his and their own Costs and Charges, make,
 erect, set up and finish the said House in all Things as
 the said C. D. hath before in these Presents covenanted;
 That then, and from thenceforth this present Demise, and
 every thing therein contained shall be void and of no
 Effect, and the Estate hereby granted to the said C. D. to
 cease and determine to all Intents, Contradictions, and
 Purposes whatsoever. And the said A. B. doth for him-
 self,

Self, his, &c. Covenant, Grant, and Agree, to and with the said C. D. his, &c. That he the said C. D. his, &c. paying the Rent above reserved, and performing all and every the Covenants on his part to be performed and kept, shall and may from time to time, and at all times during the said Term hereby granted, peaceably and quietly have, hold, possess, and enjoy the said demised Premises with the Appurtenances, &c. In Witness, &c.

A Demise of Lands for a Term of Years.

It is agreed this Day, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, as follows: (viz.) The said A. B. in Consideration of the Rent, Covenants, and Agreements herein after reserved and contained, Hath Demised to the said C. D. All that Piece of Arable Land called, &c. containing, &c. and three Closes of Pasture, lying and being in, &c. with all Appurtenances thereto belonging (excepting all Timber Trees, in and upon the said Premises, and Ways through the same to the other Lands of the said A. B. &c.) and to hold the said demised Premises to the said C. D. his Executors, Administrators, and Assigns, from, &c. for and during the Term of Seven Years. *Tithing and Paying* therefore to the said A. B. his Heirs, and Assigns, the yearly Rent of 30 l. of, &c. in and upon, &c. by even and equal Portions. And if the said Rent of 30 l. or any part thereof shall be behind and unpaid at the Days and Times above mentioned, then it shall be lawful for the said A. B. his Heirs, or Assigns, to re-enter upon and enjoy the said Demised Premises as in his, and their former Estate. And the said C. D. for himself, his Executors, Administrators, and Assigns, doth Covenant, and Agree with the said A. B. his Heirs, and Assigns, well and truly to pay the said Rent above reserved on the said Days above limited for Payment thereof. And also to pay all Taxes that shall be laid on the said Premises, during the said Term, (except the King's Tax) And the said A. B. doth Covenant to allow, or deduct to the said C. D. out of the first half Year's Rent that shall become due, the Sum of, &c. to separate and fence the Ground called, &c. from, &c. And the said C. D. doth also for himself, his, &c. Covenant and Agree with the said A. B. his, &c. well and sufficiently to Repair, Amend, Fence, and keep at his and their own Costs and Charges all the Hedges, Gates, Posts, Bars, Rails, Bridges, Pounds, and Pales of and

and belonging to the said demised Premises, and to scower and cleanse the Ditches and Water-Courses appertaining to the same, and to maintain and keep the quick Frith and Fences in a good and Husband-like manner. And the said Premises hereby Demised with the said Hedges, Gates, Posts, Bars, Rails, Bridges, Pounds, and Pales sufficiently repaired and kept, Ditches and Water-Courses, cleansed and scowered, Inclosures maintained, and quick Frith preserv'd, at the End and Determination of this present Demise unto the said A. B. his &c. shall and will leave and yield up. And the said C. D. his, &c. shall not during the said Term, break up, Plow, Sow, or Convert to Tillage any of the Lands hereby Demised, or have at any time Corn or Grain growing or being on any part thereof, under the Penalty of 5 l. qf, &c. *per Acre per Annum* over and above the yearly Rent hereby reserved, the said Penalty of 5 l. *per Acre per Annum* to be paid at the Feast of, &c. next, and immediately after such Plowing or Sowing, or having Corn or Grain growing as aforesaid. And further, the said C. D. his, &c. shall not carry from the said Demised Premises, or any part thereof, any Hay, Straw, Grass, Dung, Soil, or Compost there made or thereon arising during the said Term, but the same shall Fother, Spread, Use, and Employ on the said Premises, or some part thereof on Pain of forfeiting twenty Shillings *per Load*. And lastly, the said C. D. his, &c. shall and will permit and suffer the said A. B. his, &c. and his and their Agents, at all times, to Enter upon and view the State and Condition of the said Demised Premises. In Witness, &c.

A Mortgage of Goods.

Mortgages and Discharges. *This Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth that the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said C. D. at and before the Sealing and Delivery of these Presents, the Receipt whereof the said A. B. doth hereby acknowledge, He the said A. B. Hath Bargained, and Sold, and by these Presents doth Bargain, and Sell unto the said C. D. All those Goods, &c. with the Appurtenances, To have and to hold the said Goods and Chattels above by these Presents Bargained and Sold unto the said C. D. as his own proper Goods, and Chattels from henceforth for ever: Provided always and upon Condition, that if the*
said

said A. B. his Heirs, Executors, or Administrators, do well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators, or Assigns, in and upon, &c. the Sum of, &c. without any Deduction or Abatement for Taxes, or any other Impositions whatsoever, That then this present Indenture and every Thing herein contained, shall cease, determine, and be void. And the said A. B. for himself, his Executors, and Administrators, doth Covenant and Grant to and with the said C. D. his Executors, Administrators, and Assigns, that he the said A. B. his Executors, or Administrators, shall and will well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators, or Assigns, the Sum of &c. at the Days and Times, and in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. And also, that he the said C. D. his Executors, Administrators, and Assigns, shall and may at all times after Default shall be made in Performance of the Proviso, or Condition aforesaid, peaceably and quietly have, hold, use, occupy, possess, and enjoy all and singular the said Goods, and Premises above mentioed, and every of them, to his, and their own proper Use and Uses for ever, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Executors, or Administrators, or of any other Person or Persons whatsoever. And the said A. B. for himself, his Executors, Administrators, and Assigns, doth Covenant and Grant to and with the said C. D. his Executors, &c. That he the said A. B. his, &c. shall and will immediately upon the Receipt of the said Sum of, &c. at the Day and Time above mentioned, deliver or cause to be delivered unto the said C. D. his, &c. All and singular the Goods and Premises above mentioned which are now received by the said C. D. of the said A. B. in as good Case and Condition as the same and every of them now are at this present time. In Witness, &c.

A Mortgage of Lands for Term of Years.

*This Indenture made, &c. between A. B. of &c. of the one part and C. D. of &c. of the other part, Witnesses, That the said A. B. for, and in Consideration of the Sum of 500*l.* of &c. to him in Hand paid by the said C. D. the Receipt whereof he doth hereby Confess and Acknowledge, He the said A. B. hath Granted, Bargained and Sold, and by these Presents, doth Grant, Bargain, &c.*
unto

unto the said C. D. All that Messuage or Tenement commonly called &c. situate &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every Part and Parcel thereof, with the Appurtenances, *To have and to hold* the said Messuage or Tenement and Premises abovementioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for, and during the Term of 500 Years next and immediately ensuing and following, and fully to be compleat and ended. *Yielding* and paying therefore yearly during the said Term, one Pepper Corn in and upon the Feast of St. Michael only, if Demanded. *Provided* always and upon Condition, That if the said A. B. his Heirs, or Assigns do, and shall well and truly Pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the full Sum of 12 l. 10 s. of &c. in, and upon &c. next coming, and also the further full Sum of 512 l. 10 s. of &c. in, and upon &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, That then, and from thenceforth, these Presents, and every Thing herein contained, shall cease, determine, and be void, any Thing herein contained to the contrary notwithstanding. *And* the said A. B. for Himself, his Heirs, and Assigns, doth Covenant and Grant to, and with the said C. D. his Executors, Administrators, and Assigns, That he the said A. B. his Heirs or Assigns, shall and will well and truly Pay, or cause to be Paid unto the said C. D. his Executors, Administrators and Assigns, the said full Sum of 12 l. 10 s. of &c. in and upon the said &c. next coming; And also the said further full Sum of 512 l. 10 s. of &c. in and upon the said, &c. which will be in the said Year of our Lord, &c. without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, That he the said C. D. his Executors, Administrators, and Assigns, shall and may at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess, and enjoy All and singular the said Messuage or Tenement, Lands and Premises abovementioned, and every Part and Parcel thereof, with the Appurtenances, for, and during the Remainder of the said Term of 500 Years hereby granted, which shall be then to come and unexpired, without the

Lc,

Let, Trouble, Hindrance, Molestation, Interruption, and Denial of him the said A. B. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. *And further*, That he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuage or Tenement and Premises above mentioned, or any part thereof, shall and will, at any Time or Times after Default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, done, &c. All and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said C. D. To hold to him, his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above granted, which shall be then to come and unexpired, as by the said C. D. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. *And Lastly*, It is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof is, and it is hereby so declared, That until Default in Performance of the Proviso or Condition herein contained, he the said A. B. his Heirs and Assigns, shall and may hold and enjoy All and singular the said Premises above mentioned, and receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit, any thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

A Mortgage of Lands in Fee.

This Indenture made &c. between A. B. of &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, That the said A. B. for, and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. the Receipt whereof the said A. B. doth hereby confess and acknowledge, He the said A. B. Hath granted, bargained, sold, aliened, released, and confirmed, and by these Presents doth grant, bargain, &c. unto the said C. D. (in his actual Possession now being, by virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by force of the Statute for Transferring of Uses into Possession) and to his Heirs and Assigns for ever, All that Messuage or Tenement, &c. situate, &c. together with all

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Gardens,

Gardens, Stables, Houses, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services, of all and singular the said Premises above mentioned, and every Part and Parcel thereof, And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in, and to the said Premises, and of, in, and to every Part and Parcel thereof, with the Appurtenances; And all Deeds, Evidences and Writings touching or concerning the said Premises above mentioned, or any Part thereof: *To have and to hold* the said Messuage or Tenement, and all and singular other the Premises hereby granted and released, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, To the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever. *Provided* always, and it is agreed by and between the said Parties to these Presents, That if the said A. B. his Heirs or Assigns, do and shall well and truly pay, or cause to be paid, unto the said C. D. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next ensuing the Date of these Presents, without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, That then and from thenceforth these Presents, and every Thing herein contained, shall cease and be void, any Thing herein contained to the contrary notwithstanding. And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, That he the said A. B. his Heirs or Assigns, shall and will well and truly pay, or cause to be paid, unto the said C. D. his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon, &c. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, That he the said C. D. his Heirs and Assigns, shall and may from time to time, and at all times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premises above mentioned, with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. *And further*, That he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned,

or

or any Part thereof, shall and will at any Time or Times after Default shall be made in Performance of the said Proviso, or Condition herein contained, make, do, and execute, or cause, or procure to be made, &c. all and every such further, and other lawful and reasonable Grants, Acts, and Assurances in the Law whatsoever, for the further, better, and more perfect Granting and Assuring of all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, To the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, Absolutely freed and discharged of and from the Proviso or Condition herein contained, and of and from all Equity of Redemption by Virtue or Colour thereof, according to the true Intent and Meaning of these Presents, as by the said C. D. his Heirs or Assigns, or his or their Counsel Learned in the Law, shall be reasonably devised, or advised, and required. *And Lastly*, it is Covenanted and Agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said A. B. his Heirs, and Assigns, shall and may at all Times, until Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly have, hold, and enjoy all and singular the said Premises above-mentioned, and receive and take the Rents and Profits thereof, to his and their own proper Use and Benefit, any thing herein contained to the contrary notwithstanding. In Witness, &c.

A Mortgage of Lands Assigned.

This Indenture Tripartite made, &c. between A. B. of, &c. of the first Part, C. D. of, &c. and E. F. of, &c. of the second Part, and G. H. of, &c. of the third Part. Whereas in and by one Indenture bearing Date, &c. made between the said A. B. of the one Part, and the said C. D. and E. F. of the other Part, He the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said C. D. and E. F. Did Grant, Bargain, and Sell unto the said C. D. and E. F. All that Messuage, &c. Situate, &c. And also all Houses, Outhouses, Edifices, Buildings, Lands, Tenements, Commons, Profits, and Appurtenances whatsoever, to the said Premises belonging, or in any wise appertaining: And also the Reversion and Reversions, Remainder and Remainders, Rents, and Services of the said Premises, and of every Part and Parcel thereof, with the Appurtenances, To hold unto the said C. D. and E. F. their Executors, Administrators, and Assigns, for and during the

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Term

Term of 500 Years, thence next and immediately ensuing and following, and fully to be compleat and ended, At and under the Yearly Rent of one Pepper Corn : Which said recited Indenture was, by a Proviso, or Condition therein contained, made Defeazible on Payment by the said A. B. unto the said C. D. and E. F. of the Sum of, &c. and Interest on certain Days therein mentioned, then to come, and now past, as in and by the said recited Indenture may more fully appear. *And whereas* all the Interest of the said, &c. hath been duly Paid until the Day of the Date hereof : But the said principal Sum of, &c. remains due and unsatisfied. *Now this Indenture Witnesseth*, That the said A. B. for divers good Causes and Considerations him thereunto moving, Hath Remised and Released, and by these Presents, Doth Remise and Release unto the said C. D. and E. F. their Executors, Administrators and Assigns, the Proviso or Condition in the said recited Indenture contained, and all Benefit and Equity of Redemption of the said Premises by Virtue or Colour thereof, or otherwise howsoever. And also all Covenants, Clauses, and Agreements in the same Indenture contained, which on the Part and Behalf of the said C. D. and E. F. were to have been, or are, or ought to be observed and performed. *And this Indenture further Witnesseth*, That for and in Consideration of the Sum of, &c. to the said C. D. and E. F. in hand paid by the said G. H. by and with the Consent and Agreement of the said A. B. testified by his being made a Party to, and Sealing, and Delivery of these Presents, the Receipt of which said Sum of, &c. they the said C. D. and E. F. do hereby confess and acknowledge: They the said C. D. and E. F. by the like Consent and Agreement of the said A. B. Have Bargained and Sold, Assigned and set over; And by these Presents Do Bargain, &c. unto the said G. H. All and singular the said Messuages, Lands, Tenements, Hereditaments, and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Claim, and Demand whatsoever, as well in Equity as in Law, of them the said C. D. and E. F. of, in, and to the said Premises above-mentioned, and of, in, and to every Part and Parcel thereof, with the Appurtenances, together with the said recited Indenture, and all other Deeds and Writings relating to the said Premises, now in their Custody or Possession; *To have and to hold*, All and singular the said Messuages, Lands, Tenements, Hereditaments, and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said G. H. his Executors, Administrators

strators and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above-recited, which is yet to come, and unexpired; clearly and absolutely Freed and Discharged by the Consent of the said A. B. of and from the Proviso or Condition in the said recited Indenture contained, and of and from all Benefit and Equity of Redemption of the said Premises, by Virtue or Colour thereof, or otherwise howsoever. And each of them the said C. D. and E. F. for himself, severally, and apart, and not jointly; and for his several Executors, Administrators, and Assigns, Doth Covenant and Grant to and with the said G. H. his Executors, Administrators and Assigns, That they the said C. D. and E. F. have not, nor either of them hath done, or committed any Act, Matter, or Thing whatsoever, whereby, or wherewith the said Premises above-mentioned, or any Part thereof, are, is, shall, or may be Charged or Incumbered in Title, Estate, or otherwise howsoever. And this Indenture also further Witnesseth, That the said A. B. for the Considerations aforesaid, And for the better securing the Repayment of the said Sum of, &c. with the Interest thereof: And in Consideration also of the Sum of 5 s. to him the said A. B. in Hand paid by the said G. H. the Receipt whereof is hereby acknowledged; He the said A. B. hath Granted, Bargained and Sold, Released, Ratified, and Confirmed; And by these Presents Doth Grant, Bargain, &c. unto the said G. H. All and singular the said Messuages, Lands, Tenements, Hereditaments, and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Term of Years, Claim, and Demand whatsoever, of him the said A. B. of, in, and to the said Premises above-mentioned, and of, in, and to every Part and Parcel thereof, with the Appurtenances, To have and to hold All and singular the said Messuages, Lands, Tenements, Hereditaments, and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said G. H. his Executors, Administrators, and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above-recited, which is yet to come, and unexpired. Provided always, and it is Covenanted, Granted, Concluded, and Agreed upon, by and between the said Parties to these Presents, That if the said A. B. his Heirs, or Assigns, do and shall well and truly Pay, or cause to be paid unto the said G. H. his Executors, Administrators, or Assigns, the full Sum of, &c. in and upon, &c. next coming; And also the further full Sum of, &c. in and upon, &c. which will be in the Year

of our Lord, &c. without any Deduction, or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either Ordinary or Extraordinary; That then, and at any Time thence-after, the said G. H. his Executors, Administrators, or Assigns, shall and will, at the Request, Costs, and Charges of the said A. B. his Heirs, or Assigns, Surrender, Assign, or otherwise Transfer all and singular the said Premises above-mentioned, with the Appurtenances, and all his Estate, Term, and Interest therein, unto the said A. B. his Heirs and Assigns, or to whom he or they shall direct and appoint, so as the Person or Persons who is or are to make such Surrender, Assignment, or other Assurance, be not compelled or compellable by Force of these Presents, to travel, or go for the doing thereof from the Place or Places of his or their respective Habitation or Abode, at the Time of such Request to be made; Nor to Enter into any further or more general Covenants, than against him and themselves respectively, and his and their respective Aets, any Thing herein contained to the contrary thereof notwithstanding. *And* the said A. B. for himself, his Heirs and Assigns, doth Covenant and Grant to and with the said G. H. his Executors, Administrators, and Assigns, That he the said A. B. his Heirs or Assigns, shall and will well and truly Pay, or cause to be Paid unto the said G. H. his Executors, &c. the said Sum of, &c. in and upon, &c. And also the said further full Sum of, &c. in and upon, &c. which will be in the Year, &c. without any Deduction, as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, That the said Term of 500 Years hereby assigned is still in being and subsisting, not surrendered, discharged, or otherwise avoided, And that he the said G. H. his Executors, &c. shall and may from Time to Time, and at all Times after Default shall be made, in Performance of the Proviso, &c. for and during, &c. peaceably and quietly enter into, &c. (The usual Covenants for peaceable Enjoyment, and further Assurance after Default, and for the Mortgagor to Enjoy 'till Breach of the Proviso.) In Witness, &c.

A Mortgage of a House Assigned, with a fresh Demise and Grant.

This Indenture Tripartite made, &c. between A. B. of, &c. of the first Part, C. D. of, &c. of the second Part, and E. F. of, &c. of the third Part. Whereas, by Indenture bearing Date, &c. made between the said A. B. of the one Part, and the said C. D. of the other Part, The said A. B. for the Considerations therein mentioned, Did Demise,

mise, Grant, Bargain, and Sell unto the said C. D. his Executors, Administrators, and Assigns, All that Messuage or Tenement, with the Appurtenances, Situate, &c. And also all and singular the Edifices, Buildings, Shops, Cellars, Sollars, Chambers, Rooms, Yards, Backsides, Waters, Lights, Easements, and Appurtenances whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining; Or to or with the same usually letten, occupied, or enjoyed, or accepted, reputed, taken, or known as Part, Parcel, or Member thereof: *And also* the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the said Premises, *To hold* to the said C. D. his Executors, Administrators and Assigns, from, &c. for, and during, and unto the full End and Term of, &c. Years, from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waste, under a Proviso or Condition nevertheless to be void on the said A. B. his Heirs, Executors, Administrators or Assigns, paying to the said C. D. his Executors, Administrators, or Assigns, the Sum of, &c. on, &c. then next ensuing, without any Deduction for Taxes, or other Impositions whatsoever. *And whereas* the said Sum of, &c. was not paid on the said Day, &c. according to the Proviso or Condition aforesaid, whereby the said Term became absolute in Law. *And whereas* there is now due and owing upon the said Mortgage to the said C. D. for Principal and Interest, the Sum of, &c. *Now this Indenture Witnesseth*, That for and in Consideration of the said Sum of, &c. to the said C. D. in Hand paid by the said E. F. at and before the Sealing and Delivery of these Presents, by the Direction and Appointment of the said A. B. testified by his being a Party to, and signing and sealing of these Presents; And of the further Sum of, &c. to the said A. B. in hand also paid by the said E. F. The several and respective Receipts of which said several Sums of, &c. They the said C. D. and A. B. do hereby respectively acknowledge, and thereof do, and either of them doth acquit and discharge the said E. F. his Executors, Administrators, and Assigns. The said C. D. at the Request, and by and with the Direction and Appointment of the said A. B. And also the said A. B. Have, and each of them hath Bargained, Sold and Assigned, And by these Presents do, and each of them doth Bargain, Sell, &c. unto the said E. F. his Executors, Administrators, and Assigns, All that the aforesaid Messuage, or Tenement, and all and singular other the Premises in and by the said recited Indenture Demised, or intended to be Demised by the said A. B. to the said C. D. as aforesaid.

And also all the Estate, Right, Title, Term of Years, Possession, Property, Claim, and Demand whatsoever of them the said A. B. and C. D. or either of them, of, in, to, or out of the said hereby Bargained and Assigned Premises, or any Part thereof, together with the said recited Indenture of Demise. *To have and to hold* the said Messuage or Tenement, and all and singular other the Premises herein before-mentioned, or intended to be hereby Bargained, Sold or Assign'd, with the Appurtenances, unto the said E. F. his Executors, Administrators, and Assigns, from henceforth, for and during all the rest and residue yet to come and unexpired of the said Term of &c. Years, in, and by the said recited Indenture of Demise, granted, yet to come and unexpired. And the said A. B. for the Considerations aforesaid, doth hereby, for Himself, his Heirs, Executors, and Administrators, Remise, Release, and for ever quit Claim unto the said E. F. his Executors, Administrators, and Assigns, the said Proviso or Condition contained in the said recited Indenture of Demise, and all his Right, Title, Power, and Equity of Redemption, of, in, or to the said Bargained and Assigned Premises, or any Part thereof, by virtue of the said recited Indenture of Demise, or the said Proviso or Condition therein contained, or otherwise howsoever, Subject nevertheless to the Proviso herein after contained for the Assignment of the same Premises. *And* the said C. D. for Himself, his Executors, Administrators and Assigns, doth Covenant, Promise, and Grant to, and with the said E. F. his Executors, Administrators, and Assigns, by these Presents, That he the said C. D. hath not at any time or times, made, done, committed, or wittingly or willingly suffered any Act, Matter, or Thing whatsoever, whereby, or by reason or means whereof the said hereby Bargained and Assigned Premises, or any Part thereof, is, are, shall, or may be Charged or Impeached in Title, Charge, Estate, or otherwise howsoever. *And whereas* the said A. B. is legally entitled to, and possessed of One Messuage or Tenement, situate &c. for the remainder of a Term of &c. Years yet to come and unexpired, At the yearly Rent of &c. As in, and by a Lease thereof, made and granted by &c. more fully appears. *Now this Indenture further witnesseth*, That the said A. B. for the Considerations aforesaid, and as a further Security for the Repayment of the Sum of &c. herein after mentioned, *Has* Demised, Granted, and to Farm Letten, and by these Presents doth Demise, &c. unto the said E. F. All that the last mentioned Messuage or Tenement, with the Appurtenances, situate, &c. and all Ways, Passages, Yards, Lights, Easements,

ments, and Appurtenances whatsoever to the same belonging, or in any wise appertaining; *To have and to hold* the said last mentioned Messuage or Tenement, with the Appurtenances, unto the said E. F. from henceforth for and during all the rest and residue of the Term of &c. abovementioned, yet to come and unexpired, At and under the said yearly Rent of &c. Payable in, and upon &c. Subject to the Proviso or Condition for making void the same, And for Assigning the Term of &c. abovementioned, herein after contained; (that is to say) *Provided* always, and the said E. F. for Himself, his Executors, Administrators and Assigns, doth hereby Covenant, Promise, and Agree to, and with the said A. B. his Executors Administrators, and Assigns, That if the said A. B. his Heirs, Executors, Administrators, or Assigns, do, and shall well and truly Pay, or cause to be paid unto the said E. F. his Executors, Administrators, or Assigns, the full Sum of &c. in, and upon &c. without any Deduction, Defalcation, or Abatement of, or for any manner of Taxes, Assessments, Charges, or Impositions whatsoever by Authority of Parliament or otherwise howsoever; That then, and from thenceforth, the said Demise hereby made of the said last mentioned Messuage or Tenement, with the Appurtenances, shall cease, determine, and be void to all Intents and Purposes, any thing herein contained in any wise notwithstanding; And that upon, or at any time after such Payment shall be made as aforesaid, he the said E. F. his Executors, Administrators, or Assigns, shall and will, upon the Request, and at the Charge of the said A. B. his Heirs, or Assigns, Surrender or Release to him and them the said first abovementioned Messuage or Tenement, with the Appurtenances, or otherwise Assign the same, and all the Estate and Interest of the said E. F. his Executors, Administrators, or Assigns, of, in, to, or out of the same, to such Person or Persons, as he the said E. F. his Heirs or Assigns shall Direct or Appoint, Freed and Discharged from all Incumbrances, by, from, or under the said E. F. his Executors, Administrators, or Assigns, or any of them. *And* the said A. B. for Himself, his Heirs, Executors, and Administrators, doth Covenant, Promise, and Grant to, and with the said E. F. his Executors, Administrators, and Assigns, by these Presents in manner following, (that is to say) That he the said A. B. his Heirs, Executors, Administrators, or Assigns, shall and will, well and truly pay, or cause to be paid unto the said E. F. the said Sum of &c. on &c. in the Proviso or Condition herein above contained, limited, and expressed, according to the true Intent and Meaning of the said Proviso or Condition, without any De-

Deduction or Abatement, whatsoever as aforesaid; *And* that the said E. F. his Executors, Administrators, and Assigns, in case any Default shall be made in Payment of the said Sum of &c. or any part thereof contrary to the Proviso or Condition aforesaid, and the true Intent and Meaning hereof, shall, and lawfully may, at all times afterwards, peaceably and quietly, have, hold, use, occupy, possess, and enjoy All, and Singular, the said hereby Assigned and Demised Premises, with the Appurtenances, and every part thereof respectively, and receive and take the Rents, Issues, and Profits thereof, to his, and their own proper Use and Uses, during the rest and residue which shall be then to come and unexpired of the said Term of &c. And of the said Term of &c. Years, granted by the said Leases, &c. without any Let, Suit, Trouble, Disturbance, Eviction, Expulsion, Claim or Demand whatsoever, of, or by the said A. B. his Heirs or Assigns, or any other Person or Persons whatsoever. *And* that he the said A. B. and his Heirs, and all and every other Person or Persons, having, claiming or deriving, or which shall or may have Claim, or Derive any manner of Estate, Right or Title of, in, to, or out of the said hereby Assigned or Demised Premises, respectively, or any Part or Parcel thereof, shall and will from time to time, and at all times after Breach or Default shall be made in the Proviso or Condition aforesaid, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said E. F. his Executors, Administrators, or Assigns, make, do, acknowledge, levy, execute and suffer, or cause, or procure to be made, done, acknowledged, levied, executed, and suffered, All and every such further, and other lawful and reasonable A& and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further and more perfect and absolute Conveying, Assuring, and Confirming of the said hereby Assigned, and Demised Premises respectively, with their Appurtenances, unto the said E. F. his Executors, Administrators, or Assigns, for, and during all the Residue and Remainder of the said several Terms, which shall be then to come and unexpired, of, and in the said Premises respectively, as by the said E. F. his Executors, Administrators, or Assigns, or his or their Counsel, learned in the Law, shall be reasonably Devised, Advised, or required. *And* the said E. F. for himself, his Executors, Administrators, and Assigns, doth hereby Covenant and Promise to, and with the said A. B. his Heirs and Assigns, That he the said A. B. his Heirs, Executors, Administrators, and Assigns, shall, or lawfully may, peaceably and quietly, hold and enjoy the said Messuages, or Tenements, and Premises, and

receive and take the Rents and Profits thereof, to his and their own proper Use and Benefit, until Breach or Default shall be made in Performance of the Proviso or Condition aforesaid. In Witness, &c.

A Mortgage by way of Collateral Security.

This Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said A. B. is justly indebted to the said C. D. in the Sum of, &c. principal Money, secured by one Indenture bearing Date, &c. made between, &c. and payable at the end of, &c. with lawful Interest for the same. Now this Indenture Witnesseth, That the said A. B. for the better Securing and more sure Payment of the said, &c. with the Interest thereof, and in Consideration also of the Sum of five Shillings of, &c. to him in Hand paid by the said C. D. the Receipt whereof is hereby acknowledged, He the said A. B. Hath Granted, Bargained, and Sold, and by these Presents doth Grant, &c. unto the said C. D. All that Capital Messuage, Tenement, or Farm, commonly called and known by the Name of, &c. together with all Lands &c. thereunto belonging, or therewith used, occupied, and enjoyed with the Appurtenances, situate in, &c. in as large and ample manner as he the said A. B. purchased the same of and from, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every Part and Parcel thereof with the Appurtenances. To have and to hold all and singular the said Messuage, or Tenement, and Farm, Lands, and Premises above mentioned, and every Part and Parcel thereof with the Appurtenances unto the said C. D. his Executors, Administrators, and Assigns, for and during the Term of one thousand Years next, and immediately ensuing and following, fully to be compleat and ended. Yielding and paying therefore yearly, during the said Term, one Pepper-Corn in and upon the Feast of, &c. if demanded. Provided always and upon Condition, That if the said A. B. his Heirs, or Assigns, do and shall well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators, or Assigns, the said Sum of, &c. with lawful Interest therefore, in and upon, &c. according to the Proviso or Condition contained in the above recited Indenture; Then these Presents, and every Thing herein contained, shall cease, determine, and be void, any thing herein contained to the contrary notwithstanding. And the said A. B. for himself, his Heirs, and Assigns, doth Covenant and Grant, to and with the said C. D. his Executors, Administrators,

The PRACTISING ATTORNEY: Or,

strators, and Assigns, That he the said A. B. his Heirs, or Assigns, shall and will well and truly pay, or cause to be paid unto the said C. D. his, &c. the said full Sum of, &c. in and upon the said, &c. according to the true Intent and Meaning of these Presents. *And also*, That he the said C. D. his Executors, &c. shall and may at all times after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess, and enjoy, all and singular the said Messuage, Farm, Lands, and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the remainder of the said Term of one thousand Years hereby Granted, which shall be then to come, and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption, and Denial of him the said A. B. his Heirs, and Assigns, and of all and every other Person and Persons whatsoever. *And farther*, That he the said A. B. and his Heirs, and all and every other Person and Persons, and his, and their Heirs, any thing having or claiming in the said Premises above mentioned, or any part thereof, shall and will at any Time or Times after Default shall be made in Performance of the Proviso or Condition herein contained, make, do, and execute, or cause, or procure to be made, &c. all and every such further, and other lawful and reasonable Grants, Acts, and Assurances in the Law whatsoever, for the further, better, and more perfect Granting and Assuring of all and singular the said Premises above mentioned, with the Appurtenances unto the said C. D. To hold to him, his Executors, &c. for and during all the rest and residue of the said Term of one thousand Years above recited, which shall be then to come and unexpired, as by the said C. D. his Executors, Administrators, or Assigns, or his, or their Counsel learned in the Law, shall be reasonably devised, or advised and requir'd. And lastly it is Covenanted, Granted, &c. (Covenant for A. B. to enjoy 'till Default in performing the Proviso.) In Witness, &c.

A Defeazance of an Assignment of Lands.

This Indenture made, &c. between A. B. of &c. of the one part, and C. D. of &c. of the other Part. Whereas in and by one Indenture bearing Date, &c. made between the said C. D. of the one part, and the said A. B. of the other part, He the said C. D. for and in Consideration of the Sum of, &c. to him in Hand paid by the said A. B. did Grant, Bargain, Sell, Assign, and set over unto the said A. B. All that Messuage, &c. To be had and
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holden unto the said A. B. his Executors, Administrators, and Assigns, for and during the Term of one thousand Years thence next and immediately ensuing and following, and fully to be compleat and ended, At and under the yearly Rent of a Pepper-Corn, as in and by the said recited Indenture may more fully appear. *And whereas*, the said Assignment above mentioned to be made to the said A. B. by the said C. D. was intended only as a Security for the Repayment of the said Sum of, &c. being the Consideration Money therein mentioned, and the Interest thereof. *Now this Indenture Witnesseth*, that the said A. B. doth hereby for himself, his Executors, and Administrators, Covenant, Grant, and Agree, to and with the said C. D. his Heirs, and Assigns, That if the said C. D. his Heirs and Assigns, do and shall well and truly pay, or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either Ordinary or Extraordinary; That then, and at any time thence after, he the said A. B. his Executors, Administrators, and Assigns, shall and will at the Request, Costs, and Charges, of the said C. D. his Heirs, or Assigns, surrender, assign, or otherwise transfer all and singular the said Premises with the Appurtenances unto the said C. D. his Heirs, or Assigns, or to whom he or they shall appoint, so as the Person or Persons who is or are to make such Assignment or Assurance, be not compelled or compellable for the doing thereof, to travel or go from the Place or Places of his or their Abode, or to enter into any further or more general Covenants, than against him and themselves respectively, and his and their respective Acts, any thing herein, and in the said Indenture of Assignment above recited, contained to the contrary notwithstanding. *And* the said C. D. for himself, his &c. doth Covenant and Grant to and with the said A. B. his, &c. (Usual Covenant to pay the Money, And for peaceable Enjoyment, And making further Assurance of the Premises, after default in Performance of the Proviso or Condition, To hold, &c. discharged of and from all Benefit and Equity of Redemption, And covenant to enjoy the Premises until Default, &c. Or, there may be only a Covenant for Payment of the Money, and Enjoyment till Default.) In Witness, &c.

A Defeazance of a Judgment, &c.

This Indenture made, &c. between A. B. of &c. of the one part, and C. D. of, &c. of the other part. Whereas the

The PRACTISING ATTORNEY: Or,

the said C. D. in and by one Obligation bearing Date, &c. doth stand bound to the said A. B. in the Sum of, &c. Conditioned for Payment of the Sum of, &c. on, &c. as by the said recited Obligation, and the Condition thereof more at large appears. *And whereas* the said A. B. as a further Security for Payment of the said Sum of, &c. according to the said recited Obligation, in &c. Term last in his Majesty's Court of, &c. hath obtained and recover'd against the said C. D. one Judgment of, &c. besides Costs of Suit, as by the Records of the said Court appeareth. *Now this Indenture Witnesseth*, that it is agreed by and between the said Parties to these Presents, and the said A. B. doth for himself, his Executors, and Administrators, Covenant, Grant, and Agree, to and with the said C. D. his Executors, and Administrators by these Presents, That if the said C. D. his Heirs, Executors, Administrators, or Assigns, do and shall well and truly pay, or cause to be paid unto the said A. B. his Executors, Administrators, or Assigns, the aforesaid Sum of, &c. at the Days and Times above mentioned, in discharge of the said recited Obligation, That then he the said A. B. his Executors, or Administrators shall and will upon Request after such Payment made, and at the Costs and Charges of the said C. D. his Executors, or Administrators, in due form acknowledge Satisfaction upon Record of and for the said Judgment: And that he the said A. B. his Executors, or Administrators, shall not before Default of Payment shall be made of the said Sum of, at the Days and Times above mentioned, sue, or take forth any Writ or Process of Execution against the said C. D. his Heirs, Executors, or Administrators, or his or their Lands, Tenements, Goods, or Chattels, or any of them, by or upon the said Judgment. In Witness, &c.

A Defeazance of a Statute.

This Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said C. D. by one Writing or Recognizance in the Nature of a Statute Staple, bearing Date, &c. taken and acknowledged before, &c. became bound to the said A. B. in the Sum of 500 l. payable as by the said Statute is expressed, as in and by the same Statute, Relation being thereunto had, may more at large appear. *Now this Indenture Witnesseth*, That it is Covenanted, Granted, Concluded, and Agreed upon, by and between the said Parties to these Presents, And the said A. B. for himself, his, &c. doth Covenant and Grant to and with the said C. D. his, &c. That if the said C. D. his Executors, &c. or any of them, do and shall

shall well and truly pay, or cause to be paid unto the said A. B. his, &c. the Sum of, &c. in and upon, &c. next coming; Then the said recited Recognizance or Statute shall be void and of none Effect. And the said A. B. his &c. shall and will deliver up the said Statute to the said C. D. to be cancelled and vacated. In Witness, &c.

An Assignment of a Bond.

Whereas A. B. of, &c. in and by one Bond or Obligation, bearing Date, &c. became bound to C. D. of, &c. in the Penal Sum of, &c. Conditioned for the Payment of, &c. and Interest, at a Day long since past, as by the said Bond and Condition thereof may appear. *And whereas* there now remains due to the said C. D. for Principal and Interest on the said Bond, the Sum of &c. *Now know all Men* by these Presents, That the said C. D. for and in Consideration of the said Sum of, &c. to him in Hand paid by E. F. of, &c. the Receipt whereof the said C. D. doth hereby acknowledge, He the said C. D. hath assigned and set over, and by these Presents doth assign &c. unto the said E. F. the said recited Bond or Obligation, and the Monies thereupon due and owing, and all his Right and Interest of, in, and to the same. And the said C. D. for the Considerations aforesaid, hath made, ordained, constituted, and appointed, and by these Presents doth make, ordain, &c. the said E. F. his Executors and Administrators, his true and lawful Attorney, and Attorneys irrevocable for him and in his Name, and in the Name and Names of his Executors, and Administrators, but for the sole and proper Use, and Benefit of the said E. F. his Executors, Administrators, and Assigns, to ask, require, demand, and receive of the said A. B. his Heirs, Executors, and Administrators, the Money due on the said Bond, and on Non-payment thereof, he the said A. B. his Heirs, Executors, and Administrators, to sue for and recover, and receive the same; and on Payment thereof, to deliver up and cancel the said Bond, and give sufficient Releases and Discharges therefore, and one or more Attorney, or Attorneys, under him to constitute, And whatsoever the said E. F. or his Attorney or Attorneys shall lawfully do in the Premises, the said C. D. doth hereby allow and confirm. And the said C. D. doth Covenant with the said E. F. That he the said C. D. hath not received, nor will receive the said Monies due on the said Bond, or any part thereof, neither shall or will release or discharge the same, or any part thereof, but will own and allow of all lawful Proceedings for recovery thereof, he the

the said *E. F.* saving the said *C. D.* harmless of and from any Costs that may happen to him thereby. In Witness, &c.

An Assignment of a Bond and Judgment.

This Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas by one Obligation, or Writing obligatory, bearing Date, &c. E. F. of, &c. and G. H. of, &c. since deceased, became bound unto the said A. B. in the Sum of, &c. with Condition thereunder written for Payment of, &c. on, &c. next ensuing the Date of the said Obligation, as by the said Obligation and Condition thereof, Relation being thereunto had, may appear. And whereas the said A. B. did in, &c. Term in the Year, &c. recover by Judgment in the Court of Common-Pleas against the said E. F. the Sum of, &c. Debt, and, &c. for Damages, as by the Record thereof remaining in the said Court may appear. Now this Indenture Witnesseth, That the said A. B. for and in Consideration of a competent Sum of Money, to him in hand paid by the said C. D. at or before the Sealing and Delivery of this present Indenture, the Receipt whereof the said A. B. doth hereby acknowledge, Hath granted, transferred, assigned, and set over, and by these Presents doth Grant, &c. unto the said C. D. his Executors, Administrators, and Assigns, as well the said Obligation, or Writing obligatory, as also the said Judgment and all the Benefit, Sum and Sums of Money that may be obtained or gotten by Reason or Means of the said Obligation and Judgment, or either of them, or of any other Judgment had or obtained, or to be had, sued, or obtained by the said A. B. against the said E. F. or the Heirs, Executors, or Administrators, of the said G. H. And further, the said A. B. doth by these Presents, make, ordain, constitute, authorize, and appoint the said C. D. his true and lawful Attorney, irrevocable in his Name, Place, and Stead, to Sue and Prosecute upon the said Judgment, and to procure any further Judgment or Judgments, Execution or Executions, against the Heirs, Executors, or Administrators, of the said E. F. for the said Sum of &c. in the said Obligation mentioned; And upon Satisfaction given, or any other End, Composition, or Agreement, made of, or concerning the Premises, to acknowledge Satisfaction, or to make and execute any other Release or Discharge for the same. And also to do all and every other Act and Acts, Thing and Things whatsoever, which shall be requisite and necessary to be done in or about the Premises, as fully as the said A. B. might or could do the

the same, being personally present at the doing thereof, And the said A. B. for Himself, his Executors, and Administrators, and every of them doth Covenant, Promise, and Grant to, and with the said C. D. his Executors, and Administrators, and every of them by these Presents, That he the said A. B. his Executors and Administrators, and every of them shall and will justify, allow, ratify, and confirm all, and whatsoever the said C. D. his Executors, or Administrators, shall lawfully do, or cause to be done in or about the Premises, And that neither he the said A. B. his Executors, or Administrators, nor any of them, will revoke or make void this Letter of Attorney, or any Authority hereby given to the said C. D. his Executors, or Administrators; nor shall hereafter Sue for, or meddle with the said Debt or Judgment, without the Direction or Consent of the said C. D. his Executors, Administrators, or Assigns, and as he or they shall advise. And the said C. D. for Himself, his Executors, and Administrators, doth Covenant, Promise, and Grant to, and with the said A. B. his Executors, and Administrators, by these Presents, That he the said C. D. his Executors, and Administrators, shall and will from time to time, and at all times hereafter, save, keep harmless, and indemnify the said A. B. his Executors, and Administrators, of, and from all Costs and Charges whatsoever, which shall, or may any ways become payable by, or be recovered against the said A. B. his Executors, or Administrators, by means or occasion of any Action or Actions, Suit or Suits to be brought or prosecuted in the Name of him the said A. B. his Executors, or Administrators, by virtue of any Power or Authority hereby given unto the said C. D. his Executors, or Administrators. In Witness, &c.

An Assignment of an Extent.

This Indenture Tripartite, made &c. between A. B. of &c. of the first Part, C. D. of &c. of the second Part, and E. F. of &c. of the third Part. Whereas the said A. B. in the Court of &c. heretofore (that is to say) in &c. Term, which was in the Year &c. by Judgment of the same Court, recovered against the said C. D. the Sum of &c. Debt besides Costs of Suit, as by the Records of the said Court, may more fully appear; In Payment of which said Sum of &c. the said C. D. made Default, and by reason thereof, the said A. B. sued Execution on the said Judgment, and thereupon in due form of Law, hath Extended All that Messuage &c. of the clear yearly Value above Reprizes, the Sum of &c. as one Moiety of the Messuages, Lands and Tenements, whereof the said C. D. was seized after the obtaining of the Judgment aforesaid, All which said Premises, by virtue of his Majesty's Writ, bearing Date &c. were

The PRACFISING ATTORNEY : Or,

delivered in Execution to the said A. B. for the Debt and Damages aforesaid, on &c. for a Moiety of the Messuages and Lands of the said C. D. *To hold* to him the said A. B. and his Assigns, as his Freehold, at the yearly Value aforesaid, until the Debt and Damages aforesaid should be thereof fully levied, as by the Process and Proceedings thereof remaining upon Record in the said Court of &c. may more fully appear. *And whereas* the said A. B. by virtue of the aforesaid Judgment and Proceedings, entered upon the said Premises, and hath held and enjoyed the same ever since accordingly. *And whereas*, upon an Account now made up between the said C. D. and the said A. B. there remains due and owing to the said A. B. for Principal, Interest, and Charges the full Sum of &c. and upwards, over and above all Moneys by him received out of the Rents and Profits of the said Premises. *Now this Indenture witnesseth*, That for, and in Consideration of the Sum of, &c. to the said A. B. in hand paid by the said E. F. by and with the Consent and Agreement of the said C. D. testified by his being made a Party to, and signing and sealing of these Presents, the Receipt whereof the said A. B. doth hereby acknowledge, and for divers other good Causes and Considerations, him the said A. B. in this Behalf moving, He the said A. B. Hath by, and with the like Consent and Agreement of the said C. D. testified as aforesaid, Granted, Bargained, Sold, Assigned, and set over, and by these Presents, doth grant, &c. unto the said E. F. All and singular the said Messuage and Premises above recited to be to him delivered in Extent as aforesaid, and every Part and Parcel thereof, with the Appurtenances, and also all the Estate, Right, Title, Interest, Claim, and Demand whatsoever of him the said A. B. of, in, and to the said Premises, and of, in, and to every Part and Parcel thereof, with the Appurtenances. *To have and to hold* the said Messuage, or Tenement, and Premises abovementioned, and every Part and Parcel thereof, with the Appurtenances, unto the said E. F. his Executors, Administrators, and Assigns, for, and during all such Estate, Term, and Interest, as the said A. B. can, or might have, or is interested therein, by virtue of the aforesaid Judgment, and the Proceedings thereon. *And* the said A. B. for Himself, his Executors, Administrators, and Assigns, doth Covenant and Grant to and with the said E. F. his Executors, Administrators, and Assigns, That he the said E. F. his Executors, Administrators, or Assigns, shall and may from time to time, and at all times from henceforth during all the rest and residue of the Term and Interest above recited, which is yet to come and unexpired, peaceably and quietly have, hold, occupy, possess, and enjoy, all and singular the said Premises abovementioned, and every

every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption, and Denial of the said A. B. his Executors, Administrators, and Assigns, and every of them, and all, and every other Person and Persons whatsoever, claiming in, by, from, or under him, them, or any of them. And also, that the said Judgment and Extent above recited are still in full Force, and not vacated, released, or otherwise discharged. And the said A. B. for Himself, his Executors, and Administrators, doth further Covenant and Grant to, and with the said E. F. his Executors, Administrators, and Assigns, That he the said A. B. hath not done or committed, nor will He, his Executors, or Administrators, at any time hereafter, do, or commit any Act, Matter, or Thing whatsoever, whereby, or by means whereof, the said recited Judgment, or any Writs, Executions, Processes, or Proceedings had, or thereupon hereafter to be had, are, is, shall, or may be vacated, released, or otherwise discharged, without the consent of the said E. F. his Executors, or Administrators, but shall and will allow and own all such lawful Writs, Executions, Processes, and Proceedings already had, or which the said E. F. his Executors, Administrators, or Assigns, shall at any time commence, sue, or prosecute upon, or by reason of the said recited Judgment. And the said E. F. for himself, his Executors, and Administrators, doth Covenant, and Grant to, and with the said A. B. his Executors, and Administrators, That he the said E. F. his Executors, or Administrators, shall and will at all times hereafter, save harmless, and keep indemnified, the said A. B. his Executors, and Administrators of and from all Actions, Suits, Losses, Expences, and Damages whatsoever, which shall or may be brought against, or happen to him, or them, by reason or means of the said recited Judgment, or any Execution, or other Process, to be taken forth or prosecuted thereon, or by reason or means of the Assignment hereby made, or any Power or Authority therein contained: In Witness, &c.

An Assignment of a Trust.

This Indenture made &c. between A. B. of &c. of the one Part, and C. D. of &c. of the other Part: Whereas in, and by one Indenture bearing Date, &c. made between, &c. the said &c. did Grant unto the said A. B. &c. as in and by the said recited Indenture may more fully appear; Now this Indenture witnesseth, That the said A. B. doth hereby declare and acknowledge, that the Sum of &c. in the said Indenture mentioned, was all the proper Money of the said C. D. and not any part thereof the Money of the said A. B. and

that the Name of him the said A. B. was used therein, only In Trust for the said C. D. And therefore the said A. B. in Pursuance of the Trust in him reposed by the said C. D. and for and in Consideration of the Sum of five Shillings to him paid by the said C. D. Hath granted, bargained, sold, assigned and set over, and by these Presents doth Grant, &c. unto the said C. D. his Executors, Administrators, and Assigns, All and singular the said Messuages, Lands and Premises before mentioned, in and by the said recited Indenture to him the said A. B. demised and granted, with their and every of their Appurtenances. And also all the Estate, Right, Title, Interest, Term of Years, Property, Claim, and Demand whatsoever of him the said A. B. of, in, and to the said Premises and every Part and Parcel thereof, together with the said recited Indenture. *To have and to hold* the said Messuages, Lands, Tenements, Hereditaments, and Premises hereby Granted and assigned, or mentioned or intended to be granted or assigned, with their and every of their Appurtenances, unto the said C. D. his Executors, Administrators, and Assigns, for and during all such Term and Estate as he the said A. B. hath, or ought to have therein. And the said A. B. for himself, his Heirs, Executors, Administrators, and Assigns, doth Covenant and Grant to and with the said C. D. his Executors, Administrators, and Assigns, that he the said A. B. hath not made, done, or committed, or caused or procured to be made, &c. any Act, Matter, or Thing, whereby the said Messuages, Lands, and Premises, or any part thereof are or may be charged, or incumbered in Title, Charge, Estate, or otherwise howsoever. In Witness, &c.

An Assignment of an Annuity.

This Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas by Indenture bearing Date, &c. T. B. of, &c. for the Considerations therein mentioned, did Give and Grant unto the said A. B. one Annuity of, &c. to be received, taken, and issuing out of All that Messuage, &c. To hold to the said A. B. and his Assigns for and during the Term of his Natural Life payable in and upon, &c. yearly by equal Portions, as by the said recited Indenture more fully appears. *Now this Indenture Witnesseth*, That the said A. B. for and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. at and before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby confess and acknowledge, Hath bargained, and sold, assigned and set over, and by these Presents doth Bargain, and Sell, &c. unto the said C. D. the said Annuity of, &c. issuing out of the said Messuage, &c.

so to him the said A. B. Granted as aforesaid. And also all the Estate, Right, Title, Interest, Claim and Demand of him the said A. B. of, in, and to the said Annuity hereby assigned; *To have and to hold*, receive and enjoy the said Annuity of, &c. payable at the Days and Times above mentioned unto the said C. D. his Executors, and Assigns for and during all such Time and Term as he the said A. B. hath or ought to have therein during his Natural Life. And the said A. B. doth Covenant and Grant to and with the said C. D. his Executors, &c. That he the said A. B. hath nor at any time before the Execution of these Presents assigned, made over, or any ways incumbered the said Annuity hereby assigned, or any part thereof. And that he the said C. D. his Executors, and Assigns, shall and may from time to time, and at all times, for and during the Life of him the said A. B. peaceably and quietly have, hold, receive and enjoy the said Annuity of, &c. without the Let, Trouble, Hindrance, Molestation, or Interruption of him the said A. B. his Executors, and Assigns, and of all and every other Person and Persons whatsoever. And also that he the said A. B. and all and every other Person and Persons having or claiming any Right, Title, or Interest, in, or to the said Annuity, or any part thereof, by, from, or under him, shall and will, at any time, or times hereafter upon the request of the said C. D. his Executors, Administrators, or Assigns, make, do, and Execute, or cause or procure to be made, &c. all and every such further lawful and reasonable Act and Acts, Thing and Things whatsoever for the further, better, and more perfect Assigning of the said Annuity of, &c. unto the said C. D. his Executors and Assigns, for and during the Life of the said A. B. as by the said C. D. his Executors, &c. or his or their Counsel, learned in the Law, shall be reasonably devised, or advised and required. In Witness, &c.

An Assignment of a Lease.

This Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas in and by one Indenture of Lease, bearing Date, &c. made or mentioned to be made between T. B. of &c. of the one part, and the said A. B. of the other part, He the said T. B. for the Considerations therein mentioned, Did Demise, Grant, and to Farm Lett, unto the said A. B. All that Messuage or Tenement, &c. situate, &c. *To be had and holden* unto the said A. B. his Executors, Administrators, and Assigns, from &c. for and during the Term of twenty one Years thence next ensuing, and fully to be compleat and ended, At, and

under the yearly Rent of, &c. payable, &c. as in and by the said recited Indenture may more fully appear. *Now this Indenture Witnesseth*, That the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said C. D. the Receipt whereof he doth hereby confess and acknowledge, He the said A. B. Hath Granted, Bargained, Sold, Assigned, and set over, and by these Presents doth Grant, Bargain, &c. unto the said C. D. his Executors, Administrators, and Assigns, All that the said Messuage, or Tenement and Premises above recited, and every part and Parcel thereof with the Appurtenances : And also all the Estate, Right, Title, Interest, Term of Years to come, Property, Claim, and Demand whatsoever of him the said A. B. of, in, and to the same, or of, in, or to any Part or Parcel thereof, together with the said recited Indenture of Lease. *To have and to hold* the said Messuage or Tenement, and Premises above mentioned and hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators, and Assigns, for and during all the Rest and Residue of the said Term of 21 Years above recited, which is yet to come and unexpired, in as large and ample manner to all Intents as he the said A. B. his Executors, &c. have or hath, might, should, or ought to have held and enjoy'd the same by force and Virtue of the said recited Indenture of Lease, or by any other ways or means whatsoever. And the said A. B. for himself, his Executors, &c. doth Covenant and Grant to and with the said C. D. his Executors, &c. That the said recited and assigned Indenture of Lease is a good and sufficient Lease in the Law, and now is in full Force and Effect. And that the said A. B. now hath good Right, full Power, and lawful Authority to grant and assign the said Messuage or Tenement, and Premises, and every Part and Parcel thereof with the Appurtenances unto the said C. D. his Executors, &c. in manner aforesaid. And also that he the said C. D. his Executors, &c. shall and may (under the Rent, Covenants, Conditions, and Agreements, in the said Lease above recited) at all times hereafter for and during all the rest and residue of the said Term of 21 Years as aforesaid, which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premises hereby assigned, and every Part and Parcel thereof with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption, or Denial of him the said A. B. his Executors, &c. or any other Person or Persons whatsoever lawfully claiming the said Premises, or any part thereof by, from, or under him, them, or any of them, or by his or their Means or Procurement.

ment. And further, That he the said A. B. his Executors, &c. and all and every other Person and Persons, and his and their Executors, &c. any thing having or claiming in the said Messuage or Tenement and Premises above mentioned, or any part thereof, shall and will from time to time, and at all times hereafter upon the Request, and at the Costs and Charges in the Law of the said C. D. his Executors, &c. make, do, and execute, or cause to be made, done, &c. all and every such farther and other lawful, and reasonable Grants, A&ts, and Assurances in the Law whatsoever, for the further, better, and more perfect Granting, and assigning of the said Premises above mentioned, with the Appurtenances, unto the said C. D. To hold to him the said C. D. his Executors, Administrators, and Assigns, for and during all the Rest and Residue of the said Term of 21 Years to come and unexpired, as by the said C. D. his, &c. or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. In Witness, &c.

An Assignment of Chambers in an Inn of Court.

This Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part. Whereas in and by a certain Writing made and Dated at Lincoln's Inn, The Benchers of the said Inn did order that the said A. B. should have a Lease of all that Chamber up one pair of Stairs Number &c. belonging to Lincoln's-Inn aforesaid, for the Term of 21 Years, to commence at, &c. then next ensuing under the yearly Rent of, &c. as by the said recited Writing or Order may more fully appear. And whereas in Pursuance of the said Order, a Lease of the said Chamber has been since made and granted to the said A. B. for the Term of 21 Years &c. Now this Indenture Witnesseth, That the said A. B. for and in Consideration of the Sum of, &c. of lawful Money of Great Britain to him in Hand paid before the Sealing and Delivery hereof by the said C. D. the Receipt whereof he doth hereby acknowledge, Hath Granted, Bargained, Sold, and Assigned, and by these Presents doth Grant, Bargain, &c. unto the said C. D. his Executors, Administrators, and Assigns, All that the Chamber aforesaid with the Appurtenances, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said A. B. of, in, and to the same, or any Part thereof; To have and to hold the said Chamber with the Appurtenances to the said C. D. his Executors, Administrators, and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 21 Years therein to come, and unexpired. And the said A. B. doth by these Presents, for himself, his Executors, and Ad-

ministrators, Covenant and Grant to and with the said C. D. his Executors, Administrators, and Assigns in manner following, (that is to say) That he the said A. B. hath good Right, full Power, and lawful Authority to Grant, and assign the said Chamber and Premises above mentioned in manner and form before expressed. And that the same is free and clear of all former Grants, Assignments, Incumbrances, Arrears of Rent, and other Duties payable to the said Society of *Lincoln's-Inn*, or any the Officers or Ministers thereof, or otherwise howsoever. *And also*, That he the said C. D. his Executors, &c. shall and lawfully may at all times hereafter, during the Rest and Residue now to come and unexpired of the said Term of 21 Years, peaceably and quietly have, hold, occupy, possess and enjoy the said Chamber and Premises above mentioned, and hereby Granted and Assigned, without any Let, Suir, Trouble, Eviction, Ejection, Claim, or Demand of, or by the said A. B. his Executors, Administrators, or Assigns, or any other Person or Persons whatsoever. *And further*, that he the said A. B. his Executors, and Administrators, shall and will within &c. Years next coming, at the reasonable Request, and at the Costs and Charges of the said C. D. make, do, and execute such further Acts and Assurances for the better assigning and assuring of the said Chamber and Premises to the said C. D. as by him the said C. D. or his Counsel learned in the Law shall be reasonably devised, advised, or requir'd. In Witness, &c.

An Assignment of a Patent for 14 Years.

This Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part. Whereas the said A. B. hath by his long Study, Expence, and Experience, invented a Method of extinguishing Fires, by a new and unusual Engine never before known or used in this Kingdom. And whereas, on representing the same to his present Majesty, King George, by Letters Patent, bearing Date, &c. his Majesty hath Given and Granted unto the said A. B. his Executors, Administrators, and Assigns, and his and their Deputy and Deputies, Servants and Agents, special Licence, full Power, and lawful Authority to Use, Exercise, and Enjoy the said New Invention, which he the said A. B. hath found out, and attained as aforesaid, within any Place or Places whatsoever, in or belonging to the Kingdom of England, in such manner, and according to such Limitations, as to him the said A. B. his Executors, Administrators, and Assigns, or any of them shall be thought fit and convenient, And that he the said A. B. his Executors, Administrators, and Assigns shall and may have and enjoy the sole Benefit, Profit,

fit, and Advantage, from time to time, coming, growing, and arising by Reason or Means of the said Invention, during the Term of 14 Years from the Date of the said Letters Patent; *With* a Prohibition to all Persons whatsoever, other than the said A. B. his Agents, or Assigns, to Use the said Invention, or any thing thereto belonging; as in and by the said Letters Patent, Inrolled in the High Court of Chancery, more fully may appear. *Now this Indenture Witnesseth*, That the said A. B. for and in Consideration of the Sum of, &c. to him in hand paid by the said C. D. the Receipt whereof is hereby acknowledged; *Has* Granted, Assigned, and set over; And by these Presents, Doth Grant, Assign, and set over unto the said C. D. his Executors, and Administrators, All the Right, Title, and Interest of him the said A. B. of, in, and to the New Invention aforesaid, Granted and Secured by the aforesaid Patent from his present Majesty King George. *To have and to hold* the said New Invention, with the Benefit, Profit, and Advantages thereof to the said C. D. his Executors, Administrators, and Assigns, in as ample and beneficial Manner, to all Intents and Purposes, as he the said A. B. by virtue of the said Letters Patent may or might have and hold the same, if this present Assignment had not been made, for and during all the said Term of 14 Years mentioned in the said Letters Patent. *And* the said A. B. doth by these Presents, constitute and appoint the said C. D. his Assignee and Grantee, of and for the said Invention, and the Profits thereof, for the said Term of 14 Years granted by the Patent above-mentioned. *And* the said A. B. doth Covenant to and with the said C. D. That he the said C. D. his Executors, and Administrators, shall and may, by virtue of these Presents, have, take, and receive all the Profits and Advantages whatsoever, that may or shall be made for or by reason of the New Invention aforesaid. *And* that he the said A. B. his Executors, and Administrators, shall and will do, and execute, or cause or procure to be done and executed, all and every other Act and Acts, Thing and Things, Device and Devices, for the further, better, and more perfect Assigning and Assuring of the Patent above mentioned, and the Right, Title, and Interest of the said A. B. his Executors, &c. of, in, and to the same, to the said C. D. his Executors, Administrators, and Assigns, as he the said C. D. his, &c. or his or their Counsel learned in the Law, shall advise and require. In Witness, &c.

An Assignment of a Mortgage to attend the Fee.

This Indenture Tripartite made, &c. between A. B. of, &c. of the first Part, C. D. of, &c. of the second Part, E. F. of, &c.

*Sec. and G. H. of, Sec. and J. K. of, Sec. of the third Part. Whereas the said C. D. by his Indenture of Mortgage, bearing Date, Sec. did demise, grant, Bargain, and sell unto the said A. B. All that Messuage, &c. and the Reversion and Reversions, &c. To be had and holden unto the said A. B. his Executors, Administrators, and Assigns, from the Date thereof for and during the Term of 500 Years, from thenceforth next ensuing, and fully to be compleat and ended, At and under the Rent, &c. Which said recited Indenture was Defeasible on Repayment by the said C. D. unto the said A. B. of the Sum of, &c. at a certain Day therein mentioned then to come, and now since past, as in and by the said recited Indenture may more fully appear. And whereas Failure of Payment hath been made of the said Sum of, &c. and the Interest thereof, by means whereof the said Premises above mentioned became forfeited to the said A. B. and his Estate and Interest therein, during the remainder of the said Term of 500 Years is become in Law absolute. And whereas upon an Account this Day made up between the said C. D. and A. B. there appears to be due unto him the said A. B. upon the Security of the said Premises the full Sum of, &c. for Principal Money and Interest, and no more. And whereas the said E. F. hath lately contracted with the said C. D. for the absolute Purchase of the Fee-Simple and Inheritance of all and singular the said Premises above mentioned for the Sum of, &c. And the said Fee-Simple and Inheritance of the said Premises, are intended to be forthwith granted and conveyed unto the said E. F. and his Heirs. Now to the end the said Term of 500 Years may be preserved and kept on foot to attend and wait on the Reversion and Inheritance of the said Premises, to protect and defend the same from all Incumbrances subsequent to the Creation of the said recited Term: *This present Indenture Witnesseth,* That the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said E. F. (by and with the consent of the said C. D. testified by his being a Party to, and Signing and Sealing of these Presents) the Receipt whereof the said A. B. doth hereby confess and acknowledge, and in Consideration also of 5 s. of, &c. to the said A. B. in hand paid by the said G. H. and J. K. the Receipt whereof the said A. B. doth hereby also acknowledge, He the said A. B. by and with the Consent and Agreement of the said C. D. testified as aforesaid, Hath bargained, sold, assigned and set over, and by these Presents doth Bargain, &c. unto the said G. H. and J. K. (by the Nomination and Appointment of the said E. F.) All and singular the said Messuage, &c. and Premises above mentioned, and every Part and Parcel thereof with the Appurtenances, and also*

also all the Estate, Right, Title, Interest, Claim, and Demand whatsoever of him the said A. B. of, in, and to the said Premises, and of, in, and to every Part and Parcel thereof with the Appurtenances; *To have and to hold* the said Messuage, &c. and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said G. H. and J. K. their Executors, Administrators, and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above mentioned, which is yet to come and unexpired. *In Trust* for the said E. F. his Heirs and Assigns, and such other Person and Persons to whom the Freehold and Inheritance of the said Premises shall appertain and belong, to protect and defend the same from all subsequent Incumbrances. And the said A. B. for himself, his Executors, and Administrators, doth Covenant and Grant to and with the said E. F. his Executors, Administrators, and Assigns, That he the said A. B. hath not done, or committed any Act, Matter, or Thing whatsoever, whereby or wherewith the said Premises above mentioned, or any part thereof are, is, shall, or may be Charged or Incumbered in Title, Estate, or otherwise howsoever. In Witness, &c.

A Surrender of a Messuage and Lands.

To all People, &c. A. B. of &c. sendeth Greeting; *Whereas* Surrender the said A. B. is possessed of, and Interested in One Messuage or Tenement, and all those Lands containing, &c. *declared, ratifications of* lying and being in &c. for the Remainder of a certain *Trust, &c.* Term of &c. Years, the Reversion whereof, doth belong to C. D. of &c. *Now know ye,* that the said A. B. for, and in Consideration of the Sum of &c. to him in hand paid by the said C. D. the Receipt whereof the said A. B. doth hereby confess and acknowledge, He the said A. B. Hath surrendered and yielded up, and by these Presents doth surrender and yield up unto the said C. D. his Heirs and Assigns for ever, the said Messuage, or Tenement, and Premises above-mentioned, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said A. B. of, in, and to the said Premises, and every Part thereof, with the Appurtenances, so that neither he the said A. B. his Executors, &c. or any of them, shall or may have, Claim, Challenge, or Demand the said Premises, or any Part thereof, or any Estate, Right, Title, or Interest of, in, and to the same, but shall at all times hereafter, of, and from all Right, Title, or Interest of, and in the said Premises, and every Part thereof, be barred, and for ever excluded by these Presents. And the said A. B. for Himself, his Executors, Administrators, and Assigns, doth Covenant and Grant

The PRACTISING ATTORNEY : Or,

to, and with the said C. D. his Heirs, and Assigns, That he the said C. D. his Heirs and Assigns, shall and may at all times hereafter peaceably and quietly enter into, have, hold, occupy, possess, and enjoy, all and singular the said Premises abovementioned, and every Part thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption, and Denial of him the said A. B. his Executors, Administrators, or Assigns, or of any other Person or Persons whatsoever, claiming, or to claim by, from, or under him. In Witness, &c.

A Surrender and Assignment back of a Mortgage.

This Indenture made, &c. between A. B. of &c. of the one Part, and C. D. of &c. of the other Part. *Whereas* in, and by one Indenture bearing Date &c. made, or mentioned to be made between the said C. D. of the one Part, and the said A. B. of the other Part, He the said C. D. for, and in Consideration of the Sum of &c. therein mentioned to be paid by the said A. B. to the said C. D. and for other Considerations, &c. did Demise, Grant, &c. unto the said A. B. his, &c. All that Messuage, or Tenement, &c. *To hold* the same unto the said A. B. his Executors, Administrators, and Assigns, from thenceforth unto the full End and Term of 500 Years thence next ensuing, and fully to be Compleat and ended Under the yearly Rent of, &c. In which said Indenture there is a Proviso or Condition contained, That if the said C. D. did pay unto the said A. B. the said Sum of &c. with lawful Interest for the same, in and upon, &c. next ensuing the Date of the said Indenture, and now past; That then the said A. B. his Executors, &c. should Surrender, Assign, or otherwise Transfer, all and singular the Premises abovementioned, with the Appurtenances, and all his Estate, Term, and Interest therein, to the said C. D. his Heirs and Assigns, or to whom he or they should direct and appoint, as in, and by the said recited Indenture more at large may appear. *And whereas* all Interest of the said Sum of &c. is fully paid and satisfied to the Day of the Date of these Presents. *Now this Indenture witnesseth*, That the said A. B. for, and in Consideration of the said Sum of &c. to him in hand paid by the said C. D. at, and before the Sealing and Delivery of these Presents, the Receipt whereof the said A. B. doth hereby acknowledge, He the said A. B. Hath Assigned and Surrendered, and by these Presents, doth Assign and Surrender unto the said C. D. his Heirs and Assigns, All and singular the said Messuage, Tenement, Lands, Hereditaments, and Premises abovementioned, and in and by the said recited Indenture, Demised and

and Granted unto him the said A. B. And also All the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said A. B. of, in, and to the said Premises, and of, in, and to every Part and Parcel thereof; *To have and to hold* the said Messuage or Tenement, Lands, Hereditaments, and all and singular other the Premises abovementioned, with their, and every of their Appurtenances, unto the said C. D. his Heirs and Assigns, for all the Estate, Term, and Interest, as he the said A. B. hath, or ought to have therein. *And* the said A. B. for Himself, Executors, Administrators, and Assigns, and for every of them, doth Covenant, and Grant to, and with the said C. D. his Heirs and Assigns, by these Presents, That he the said A. B. hath not done any Act or Thing, whereby the Premises hereby Assigned and Surrendered, or mentioned to be Assigned and Surrendered, or any Part thereof, are, or may be any ways Impeached, Charged, or Incumbered, in Title, Estate, or otherwise. In Witness, &c.

A Declaration of Trust on a Mortgage.

To all People, &c. Whereas in, and by one Indenture, bearing equal Date with these Presents made between A. B. of &c. of the one Part, and C. D. of &c. of the other Part; The said A. B. for, and in Consideration of the Sum of 500*l.* therein mentioned to be paid by the said C. D. to the said A. B. did Grant, Bargain, &c. unto the said C. D. All those Messuages, &c. situate, &c. for a long Term of Years, De-feazible on Repayment by the said A. B. to the said C. D. of the said 500*l.* with Interest on certain Days therein mentioned, as thereby may appear. *Now know ye* by these Presents, That the said C. D. doth hereby Signify and Declare, that 100*l.* part of the said 500*l.* are the proper Monies of E. F. of &c. And 100*l.* more, other part of the said Principal Sum, are the proper Monies of G. H. of &c. And therefore the said C. D. doth hereby Declare and Agree, that He, his Heirs, Executors, and Administrators, will from henceforth stand Possessed of, and Interested in the said Mortgage, and Mortgaged Premises, in Trust, as well for securing the Payment of the said 100*l.* and Interest to the said E. F. his Executors, and Administrators, And the said Sum of 100*l.* and Interest to the said G. H. his Executors, and Administrators, as for securing the Repayment of the other 300*l.* and Interest, to him the said C. D. And that he the said C. D. will not Assign or Vacate the said Mortgage, or Release the Monies thereby secured, until the said E. F. shall be fully paid and satisfied the said 100*l.* and Interest,

The PRACTISING ATTORNEY: Or,

terest, and the said G. H. shall be also fully paid and satisfied his 100 *l.* and Interest. In Witness, &c.

A Disclaimer of Executorship.

This Indenture Tripartite, made, &c. between A. B. of &c. of the first Part, C. D. of &c. of the second Part, and E. F. of &c. of the third Part. Whereas T. B. late of &c. duly made and published his last Will and Testament in Writing, bearing Date, &c. and thereby Devised, &c. (amongst the rest a Devise of Lands, &c. to the said E. F.) and made the said C. D. and A. B. Executors and Trustees, as in and by the said Will may more fully appear. And whereas the said T. B. soon after making the said Will died. And whereas the said A. B. hath refused to accept the said Executorship, and Trust, and never acted therein, nor ever received any of the Rents or Profits of the Lands, but the said C. D. alone proved the said Will, and took upon him the Execution thereof. Now this Indenture witnesseth, That the said A. B. as a farther Declaration thereof doth by these Presents Renounce and Disclaim the said Executorship, and all the Trusts reposed in him by the said recited Will, and doth also by these Presents Remise, and Release unto the said C. D. his Executors, and Administrators, all the Estate, Right, Title, and Interest of him the said A. B. in and to the said Premises, by virtue of the said recited Will, or otherwise howsoever. In Witness, &c.

A Renunciation of an Administration.

Know all Men, &c. That I A. B. of &c. eldest Brother of &c. deceased Intestate, do hereby Renounce and Relinquish the Administration of the Goods and Chattels late of the said Intestate, and I do desire that the same Administration may be granted unto &c. And I do hereby Authorize and Appoint E. F. and G. H. my true and lawful Proctors, and either of them jointly and severally for me, and in my Name, to exhibit this my Renunciation, and procure the same to be duly admitted and allowed, and to do all and singular other Act and Acts requisite and necessary to be done in the Premises, as fully and amply as I my self might do, if I were personally present, Ratifying, confirming, and allowing all, and whatsoever my said Proctors, or either of them shall do, or cause to be done, by virtue of these Presents. In Witness, &c.

An Appointment and Disposition of Moneys.

To all People, &c. *Whereas* in, and by certain Articles of Agreement bearing Date, &c. made between, &c. reciting

*Appoint-
ments.*

citing therein (amongst other Things) that there was a Marriage then intended to be had between the said A. B. and E. D. and that one E. F. and G. H. were possessed of, and interested in a Mortgage made by, &c. which by mean Assignments was since come to them for securing the Sum of 1000 l. and Interest In Trust for the said E. D. he the said A. B. did thereby Covenant and Agree with the said E. F. and G. H. That they the said E. F. and G. H. should from thenceforth stand possessed and interested of, and in the said 1000 l. owing by the said, &c. and the Mortgaged Lands whereby the same were secured upon the Trusts, and to the Intents and Purposes following, (that is to say) *In Trust*, That they should receive the Interest thereof, and pay the same to the proper Hands of the said E. D. for her separate Use: And that the said A. B. should have nothing to do therewith. And further, That the said E. D. might during her Life, or by her last Will, or any other Writing, whether she should be sole or under Coverture, without the Consent of the said A. B. give and dispose of the said 1000 l. or any part thereof, to such Person or Persons, and in such manner and form as she should think fit. *And whereas* the said E. hath since intermarried with the said A. B. and hath received all the Interest of the said 1000 l. until the Day of the Date hereof. And the said &c. hath also paid in the said 1000 l. Principal Money. *Now know all Men*, by these Presents, That I the said E. B. do hereby Dispose, Direct, and Appoint the said E. F. and G. H. to pay 500 l. part of the above mentioned Sum of 1000 l. unto, &c. and the Sum of 500 l. more Residue thereof to, &c. And I do hereby declare, that such Payments to the said &c. severally, with each of their Receipts respectively therefore, shall be as effectual and full Discharges, as if the said 1000 l. was actually paid to, and received by my self, with my own Hands. In Witness, &c.

An Appointment and Disposition of Lands.

To all People, &c. E. B. of, &c. sendeth Greeting. *Whereas* the said E. B. while she was sole (by the Name of E. D. of, &c.) by Indentures of Lease and Release, bearing Date &c. in Consideration of a Marriage then agreed upon between the said E. and A. B. of, &c. did Grant, Convey, Release, and confirm unto C. D. of, &c. and E. F. of, &c. All that Messuage, &c. *To be had and holden* unto the said C. D. and E. F. their Heirs and Assigns for ever to the Uses following, (that is to say) To the use of the said E. D. her Heirs, and Assigns, until the said then intended Marriage between the said A. B. and the said E. D. should be had and solemnized, and afterwards

wards to the use of the said A. B. for Term of his Natural Life, And after his Decease to the use of the said E. D. for Term of her Natural Life, without Impeachment of Waste, The Remainder to, &c. *In Trust* for, &c. And from and after the end or other Determination of the said Term of, &c. to the use of the Heirs of the Body of the said E. D. by the said A. B. lawfully begotten. And for Default of such Heirs to the use of such Person and Persons, and his and their Heirs, and Assigns for ever, as the said E. D. with or without the Consent of the said A. B. by any Writing under her Hand and Seal, testified by two or more credible Witnesses, or by her last Will and Testament in Writing should direct, limit, or appoint the same. And for Default of such Limitation, Direction, or Appointment as aforesaid, to the use of the said A. B. his Heirs, and Assigns for ever, as in and by the said Indenture of Release may appear. *And whereas* the said Marriage did afterwards take Effect; and the said E. D. hath not had, nor is there any likelihood of having any Child or Children of her Body by the said A. B. begotten or to be begotten, to succeed them in the Premises aforesaid after their Deaths. *Now know ye*, that the said E. B. in Pursuance of the Power to her reserved and given in and by the said recited Indenture of Release, Hath Limited, Ordered, Directed and appointed, and by this present Writing, Signed with her Hand, and Sealed with her Seal in the Presence of, &c. being three credible Witnesses, doth Direct, Limit, and Appoint, that all and singular the said Premises above mentioned, with the Appurtenances, shall from and after the Deaths and Deceases of them the said A. B. and E. B. be and remain, and the said C. D. and E. F. and their Heirs, and all and every other Person and Persons, and his and their Heirs, standing and being seized of, and in the said Messuage, Tenement and Premises above recited, shall at all times after the Deaths of the said A. B. and E. B. stand and be seized thereof, and of every Part and Parcel thereof with the Appurtenances to the Use and Behoof of, &c. his Heirs and Assigns for ever. And to and for none other Use, Intent, or Purpose whatsoever. In Witness, &c.

A Lease for a Year, to ground a Release.

Lease and Release, and Conveyances of Lands. This Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, *Witnesseth*, That the said A. B. for and in Consideration of the Sum of 5 s. of, &c. to him in Hand paid by the said C. D. the Receipt whereof is hereby acknowledged, He the said A. B. Hath Granted, Bargained, and Sold, and by these Presents doth Grant,

Grant, Bargain, &c. unto the said C. D. All that Messuage or Tenement, &c. (here insert the Lands as in the Release) And the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances. *To have and to hold* the said Messuage or Tenement, Lands, Hereditaments, and Premises above mentioned, and every Part and Parcel thereof with the Appurtenances unto the said C. D. his Executors, Administrators, and Assigns, from the first Day of this Instant &c. for and during and unto the full end and term of one whole Year, from thence next and immediately ensuing and following, and fully to be compleat and ended. *Yielding and Paying* therefore one Pepper-Corn in and upon the Feast of *St. Michael* the Archangel, if demanded: *To the Intent* that by virtue of these Presents, and by force of the Statute for Transferring of Uses into Possession, he the said C. D. may be in the actual Possession of all and singular the said Premises above mentioned with the Appurtenances, and thereby be enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns for ever. (If it be a Release of Lands to Trustees, to Uses, &c. Say, And be thereby enabled to accept a Grant and Release, &c. to them and their Heirs to, for, and upon such Uses, Intents and Purposes, as shall be thereof declared.) In Witness, &c.

A Release and Conveyance of an Estate.

This Indenture made, &c. between A. B. of &c. of the one Part, and C. D. of &c. of the other Part, *Witnesseth*, That the said A. B. for, and in Consideration of the Sum of, &c. of lawful Money of *Great-Britain*, to him in hand paid, by the said C. D. the Receipt whereof, the said A. B. doth hereby confess and acknowledge, and for divers other good Causes and Considerations him thereunto moving, He the said A. B. Hath Granted, Bargained, and Sold, Aliened, Released and Confirmed, and by these Presents doth fully, freely, and absolutely Grant, Bargain, &c. unto the said C. D. (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for Transferring of U-

ses into Possession) and to his Heirs and Assigns for ever, All that Messuage, or Tenement, commonly called or known, &c. with the Rights, Members, and Appurtenances thereof, situate, lying, and being in &c. and all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Trees, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments, and Hereditaments whatsoever, to the said Messuage, or Tenement, belonging, or in any wise appertaining, or which now are, or formerly have been, accepted, reputed, taken, known, used, occupied, or enjoyed, to or with the same, or as Part, Parcel, or Member thereof, or of any Part thereof, situate, lying, and being in &c. aforesaid. And also, the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises abovementioned, and of every Part and Parcel thereof with the Appurtenances, And also all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, as well in Equity, as in Law, of him the said A. B. of, in, and to all and singular the said Premises abovementioned, and of, in, and to every Part and Parcel thereof, with the Appurtenances; And also all Deeds, Evidences, and Writings, touching or concerning the said Premises only, or only any Part thereof, together with true Copies of all other Deeds, Evidences, and Writings, which do concern the said Premises, or any Part thereof, jointly with any other Lands or Tenements, now in the Custody or Possession of him the said A. B. or which he can or may get or come by without Suit in Law; the same Copies to be made and written, at the Request, Costs, and Charges, of the said C. D. his Heirs and Assigns. *To have and to hold* all and singular the said Messuage, or Tenement, Lands, Hereditaments, and Premises abovementioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever. *And* the said A. B. for Himself, his Heirs, and Assigns, doth Covenant and Grant to, and with the said C. D. his Heirs and Assigns, That he the said A. B. now is the true, lawful, and rightful Owner of all and singular, the said Messuage, Lands, Tenements, Hereditaments, and Premises abovementioned, and of every Part and Parcel thereof, with the Appurtenances. *And also* that he the said A. B. now is lawfully and rightfully seized in his own Right, of a good, sure, perfect,

feſt, abſolute, and indefeazible Eſtate of Inheritance in Fee Simple, of, and in all and ſingular the ſaid Premiffes abovementioned, with the Appurtenances, without any manner of Condition, Mortgage, Limitation of Uſe and Uſes, or other Matter, Cauſe, or Thing to alter, Change, Charge, or Determine the ſame. *And alſo* that he the ſaid A. B. now hath good Right, full Power, and lawful Authority, in his own Right, to Grant, Bargain, Sell, and Convey, all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments, and Premiffes abovementioned, with the Appurtenances, unto the ſaid C. D. his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid C. D. his Heirs, and Aſſigns, for ever, according to the true Intent and Meaning of theſe Preſents. *And alſo*, That he the ſaid C. D. his Heirs and Aſſigns, ſhall, and may at all Times for ever hereafter, peaceably and quietly have, hold, occupy, poſſeſs, and enjoy all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments, and Premiffes abovementioned, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption, and Denial of him the ſaid A. B. his Heirs, or Aſſigns, and of all, and every other Perſon or Perſons whatſoever : *And* that freed and diſcharged, or otherwiſe well and ſufficiently ſaved, and kept harmleſs, and indemnified of, and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uſes, Wills, Intails, Fines, Poſt-Fines, Iſſues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents Judgments, Executions, Rents, and Arrearages of Rent, and of, and from all other Charges, Eſtates, Rights, Titles, Troubles and Incumbrances whatſoever, had, made, committed, done, or ſuffered, or to be had, made, &c. by the ſaid A. B. or any other Perſon or Perſons whatſoever, claiming, or to Claim, by, from, or under him, them, or any of them. *And further*, That he the ſaid A. B. and his Heirs, and all and every other Perſon and Perſons, and his, and their Heirs, any Thing having or claiming in the ſaid Premiffes abovementioned, or any part thereof by, from, or under him, ſhall and will from time to time and at all times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges of the ſaid C. D. his Heirs or Aſſigns, make, do, and execute, or cauſe, or procure to be made, &c. All and every ſuch further and other lawful and reaſonable Aſt and Aſts; Thing and Things, Deviſe and Deviſes, Conveyance and Con-

veyances in the Law whatsoever, for the further, better, and more perfect Granting, Conveying, and Assuring of all and singular the said Premises abovementioned, with the Appurtenances, unto the said C. D. his Heirs, and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, as by the said C. D. his Heirs or Assigns, or his or their Counsel, learned in the Law, shall be reasonably Devised or Advised and Required. *And lastly*, It is Covenanted, Granted, concluded and agreed upon, by, and between the said Parties, to these Presents, and the true meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed and acknowledged, or at any time hereafter to be had, made, &c. by or between the said Parties, to these Presents, or either of them, or by, or between them, or either of them, and any other Person or Persons whatsoever, of the said Premises abovementioned, with the Appurtenances, or any Part thereof, either alone by it self, or jointly with any other Lands, Tenements, or Hereditaments, *shall be*, and Enure, and shall be adjudged, esteemed, and taken to be and Enure, as for and concerning all and singular the said Premises abovementioned, with the Appurtenances, to, and for the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, according to the true intent and meaning of these Presents, and to and for none other Use, Intent, or Purpose whatsoever. In Witness, &c.

A Conveyance by Feoffment.

This Indenture made, &c. between A. B. of &c. of the one Part, and C. D. of &c. of the other Part, Witnesseth, That the said A. B. for, and in Consideration of, &c. Hath Granted, Bargained, and Sold, Aliened, Enfeoffed, Released and Confirmed, And by these Presents, doth Grant, Bargain, &c. unto the said C. D. his Heirs and Assigns for ever, All that Messuage, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof; And also all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, of him the said A. B. of, in, and to the said Premises, and of, in, and to every Part and Parcel thereof: *To have and to hold* the said Messuage, Tenement and Premises abovementioned, with the Appurtenances, unto the said C. D. his Heirs,

Heirs, and Assigns, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns for ever. *And* the said A. B. for Himself, his Heirs, and Assigns, doth Covenant, and Grant to, and with the said C. D. his Heirs and Assigns, That he the said A. B. now is lawfully and rightfully seized, &c. *And also*, That he the said A. B. now hath good Right, full Power, and lawful Authority, in his own Right, to Grant, Bargain, Sell, and Convey, all and singular the said Premises, &c. (Except &c.) *And also*, That he the said C. D. his Heirs, and Assigns, shall, and may at all times, for ever hereafter, peaceably and quietly, have, hold, occupy, possess, and enjoy, all and singular the said Messuage, Lands, Tenements, Hereditaments, and Premises abovementioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption, and Denial, of him the said A. B. his Heirs, or Assigns, and of all and every other Person and Persons whatsoever, claiming, or to claim, by, from, or under him, them, or any of them, (Except as is herein after excepted) *And* that freed and discharged, or otherwise well and sufficiently saved, and kept harmless and indemnified of, and from all former, and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rent, and of, and from all other Charges, Estates, Rights, Titles, Troubles, and Incumbrances whatsoever, had, made, committed, done, or suffered, or to be had, made, &c. by the said A. B. or any other Person or Persons whatsoever, claiming, or to claim by, from, or under him, them, or any of them, (Except one Indenture of Lease, granted by the said A. B. to &c. of part of the said Premises, for the Term of &c. under the Yearly Rent of &c. which Rent is intended to pass hereby, *And further*, That he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Premises abovementioned, or any Part thereof, by, from, or under him, (except before excepted) shall and will from time to time, and at all times hereafter, upon the reasonable Request, and at the Costs and Charges of the said C. D. his Heirs, or Assigns, make, do, and execute, or cause, or procure to be made, &c. all, and every such further, and other lawful and reasonable Act and Acts, Thing and Things, De-

vise and Devises, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect Granting, Conveying, and Assuring of all and singular the said Premises abovementioned with the Appurtenances unto the said C. D. his Heirs, and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said C. D. his Heirs, or Assigns, or his or their Counsel learned in the Law, shall be reasonably Devised, or Advised, and Required. *And lastly*, the said A. B. hath made, ordained, constituted, and appointed, and by these Presents doth make, &c. E. F. of &c. and G. H. of &c. his true and lawful Attorneys, jointly, and either of them severally, for him, and in his Name, into the said Messuage, Lands, and Premises, with the Appurtenances hereby Granted, and Conveyed, or mentioned to be Granted and Conveyed, or into some part thereof, in the Name of the whole, to Enter, and full and peaceable Possession and Seizin thereof, for him, and in his Name, to take, and have; and after such Possession and Seizin, so thereof taken and had, the like full and peaceable Possession and Seizin thereof, or of some part thereof in the Name of the whole, unto the said C. D. or to his certain Attorney, in that behalf, to Give and Deliver; *To hold* to him the said C. D. his Heirs, and Assigns, for ever, according to the true Intent and Meaning of these Presents, Ratifying, confirming, and allowing all and whatsoever his said Attorneys, or either of them, shall do in the Premises. In Witness, &c.

A Deed to lead the Uses of a Fine.

This Indenture made, &c. between A. B. of &c. and E. his Wife of the one part, and C. D. of, &c. of the other part, *Witnesseth*, That for, and in Consideration of the Sum of, &c. to the said A. B. and E. his Wife in hand paid by the said C. D. the Receipt whereof they do hereby acknowledge, and for divers other good Causes and Considerations, He the said A. B. Hath covenanted and granted, and by these Presents doth covenant and grant to and with the said C. D. his Heirs, and Assigns, and the said E. Wife of the said A. B. doth hereby consent and agree, That they the said A. B. and E. his Wife, shall and will on this side, and before the end of *Michaelmas* Term next coming, before his Majesty's Justices of the Court of Common-Pleas at *Westminster* in due form of Law acknowledge and levy unto the said C. D. and his Heirs one Fine

Sur

Sav Conuizance de Droit come ceo, &c. with Proclamations, to be thereupon had according to the Form of the Statute in that Case made and provided, of All that Messuage or Tenement with the Appurtenances, situate, lying, and being in, &c. late in the Possession of &c. And also of all those two Pieces or Parcels of arable Land lying and being, &c. containing, &c. with all and singular the Appurtenances, And also of the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above mentioned, and of every Part and Parcel thereof with the Appurtenances, By such Name and Names, Quantity and Number of Messuages, Acres, and Things, and in such manner and form as by the said C. D. or his Counsel learned in the Law, shall be reasonably devised or advised, and required ; *Which* said Fine so to be had and levied in manner aforesaid, and all and every other Fine and Fines already had, or at any time hereafter to be had, levied, sued, or prosecuted of the said Premises above mentioned, or any Part thereof, by it self, or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any, or either of them, and any other Person or Persons as for and concerning all and singular the said Premises above mentioned with the Appurtenances, *Shall be*, and enure, and shall be adjudged, esteemed, and taken to be, and enure to and for the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, and to and for none other Use, Intent, or Purpose whatsoever. In Witness, &c.

A Deed to lead the Uses of a Recovery.

This Indenture Tripartite made &c. between A. B. of, &c. of the first Part, C. D. and E. F. of, &c. of the second Part, and G. H. and J. K. of, &c. of the third Part, Witnesseth, That the said A. B. for the Docking, Barring, and Cutting off all Estates Tail, and Remainders in Tail, of, and in the Messuages, Tenements, Lands, and Hereditaments herein after mentioned, And for the Settling and assuring of the same, to and for the Uses, Intents, and Purposes herein after limited, expressed and declared, And in Consideration of 5 s. to him in hand paid by the said C. D. and E. F. the Receipt whereof is hereby acknowledged, And for divers other good Causes and Considerations him the said A. B. in this Behalf moving, Hath granted, bargained, and sold, released, and confirmed, and by these Presents doth Grant, Bargain, &c. unto the said C. D. and E. F. (in their actual Possession now being by virtue of, &c.) All

that Messuage, &c. And all Ways, &c. And the Reversions, Remainders, Rents and Services thereof, or incident thereunto. *To have and to hold* the said Messuage, Tenement, Lands, and Premises above mentioned, and every Part and Parcel thereof with the Appurtenances unto the said C. D. and E. F. and their Heirs for ever, *To the Intent* and Purpose that the said C. D. and E. F. shall and may become perfect Tenants of the Freehold of the said Messuage, Lands and Premises, and shall and may stand and be seized thereof until a good and perfect common Recovery, with double Vouchers over, may be duly had, suffered, and executed, of the said Messuage, Tenement, Lands, and Premises, according to the usual Course of common Recoveries for the Assurance of Lands and Tenements in such Cases used and accustomed. And thereupon it is covenanted, concluded, and agreed, by and between all the said Parties to these Presents, for themselves and their, and every of their Heirs by these Presents in manner following, (that is to say) That the said C. D. and E. F. shall and will before the end of *Michaelmas* Term next coming, permit and suffer the said G. H. and J. K. to sue forth and prosecute against them the said C. D. and E. F. one Writ of Entry *Sur Disseisin en le Post* returnable before his Majesty's Justices of the Court of Common-Pleas at *Westminster*, thereby demanding against the said C. D. and E. F. the said Messuage, Tenement, Lands, Hereditaments, and Premises herein before mentioned, By such Name and Names, Number of Acres, Quantities, Qualities, Terms and Descriptions in the said Writ to be contained, and in such manner and form as by Counsel learned in the Law, shall be advised, *Unto* and upon which said Writ of Entry so to be prosecuted and sued forth, the said C. D. and E. F. shall appear Gratis and vouch to Warranty the said A. B. which said A. B. shall appear either in Person or by Attorney lawfully authorised, and enter into Warranty; and after his Entry into Warranty, shall vouch to Warranty the common Vouchee, who shall likewise appear and imparl, and afterwards make Default, and depart in Contempt of the Court, so that Judgment may be thereupon had and given for the said G. H. and J. K. to recover the said Messuage, or Tenement, Lands, Hereditaments, and Premises, against the said C. D. and E. F. And for the said C. D. and E. F. to recover in value against the said A. B. and for the said A. B. to recover in value against the common Vouchee. *To the end* one good and perfect common Recovery, with double Voucher, may be thereupon had and

and suffered, and all and every other Thing be done and perfected, needful and convenient for the having and suffering the same Recovery, according to the usual Course of common Recoveries for the Assurance of Lands and Tenements in such Cases used. And the same Recovery is also to be executed by one Writ of *Habeo facias Seisnam* accordingly. And it is hereby farther covenanted, concluded and agreed by and between all the said Parties to these Presents for themselves and every of them, their and every of their Heirs, That the said Recovery so as aforesaid, or in any other manner to be had and suffered of the said Messuage, Tenement, Lands, Hereditaments and Premises above mentioned, *Shall be* and Enure, and shall be deemed, adjudged, and taken, and is meant and intended, and by all the said Parties to these Presents is hereby declared to be and Enure, and the said G. H. and J. K. and their Heirs, from and immediately after the suffering the same, shall stand and be seized of all and singular the said Messuages, Tenement, Lands, and Hereditaments above mentioned, and every Part and Parcel thereof with the Appurtenances, to and for the only proper Use and Behoof of the said A. B. his Heirs and Assigns for ever, and to and for none other Use, Intent, or Purpose whatsoever. In Witness, &c.

2 A Conveyance by Fine and Recovery.

This Indenture Tripartite made, &c. between A. B. of, &c. and M. his Wife, C. D. of, &c. and E. his Wife of the first Part, E. F. of &c. and G. H. of, &c. of the second Part, and J. K. and L. M. of, &c. of the third part, Witnesseth, that for, and in Consideration of the Sum of &c. to the said A. B. and M. his Wife, and C. D. and E. his Wife in hand paid by the said J. K. and L. M. the Receipt whereof they do hereby acknowledge, and in Consideration also of 5 s. of, &c. to the said A. B. and M. his Wife, and C. D. and E. his Wife, in hand paid by the said E. F. and G. H. the Receipt whereof they do hereby also acknowledge, And the said A. B. and C. D. for the Barring, Docking, Cutting off, and Destroying of all Estates, Tail and Remainders over, now in being in and upon the said Messuage, Lands, Tenements, and Hereditaments herein after mentioned, And for conveying and assuring the same Premises to the only proper Use and Behoof of the said J. K. and L. M. and their Heirs: They the said A. B. and C. D. Have, and each of them hath Covenanted and Granted, and by these Presents do, and each of them doth Covenant and Grant

Grant to and with the said *E. F.* and *G. H.* their Heirs, and Assigns, That they the said *A. B.* and *M.* his Wife, and *C. D.* and *E.* his Wife, shall and will on this Side, and before the end of, &c. Term next coming, before his Majesty's Justices of the Court of Common-Pleas at *Westminster* in due Form of Law, levy and acknowledge unto the said *E. F.* and *G. H.* and their Heirs, or to the Heirs of one of them, One Fine *Sur Conuzance de Droit come ceo*, &c. with Proclamations to be thereupon had according to the Form of the Statute in that Case made and provided, of All that Messuage or Tenement, &c. and also of the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above mentioned, and of every Part and Parcel thereof with the Appurtenances, By such Name and Names, Quantity and Number of Acres and Things, and in such manner and form as by the said *E. F.* and *G. H.* or their Counsel learned in the Law shall be reasonably devised or advised and required. Which said Fine so to be had and levied in manner aforesaid, and all and every other Fine and Fines already had or at any time hereafter to be had, levied, sued or prosecuted of the said Premises or any part thereof, by it self or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any or either of them, and any other Person or Persons before the end of the said next &c. Term. As for and concerning all and singular the said Premises above mentioned with the Appurtenances, Shall be and enure, and shall be adjudged, esteemed, and taken to be and enure to and for the only proper Use and Behoof of the said *E. F.* and *G. H.* their Heirs, and Assigns, to the Intent and Purpose only, that they may become perfect Tenants of the Freehold of the said Premises. Yet nevertheless to this further End, Intent, and Purpose, That they the said *E. F.* and *G. H.* shall and will on this side and before the end of the said next, &c. Term, permit and suffer the said *J. K.* and *L. M.* to sue and prosecute one or more Writ or Writs of Entry *Sur Disseisin en le Poss.* returnable before his Majesty's Justices of the said Court of Common-Pleas against them the said *E. F.* and *G. H.* of all and singular the said Premises above mentioned, and of every Part and Parcel thereof with the Appurtenances, By such Name and Names, Quantity and Number of Messuages, Acres, and Things, and in such Sort, Manner, and Form, as by the said *J. K.* and *L. M.* shall be thought fit and convenient, Unto and upon which said

said Writ of Entry so to be brought, the said E. F. and G. H. shall appear and vouch to Warranty the said A. B. and M. his Wife, and C. D. and E. his Wife, who shall likewise appear, either in their several Persons, or by their Attorney lawfully authorised, and enter into the said Warranty; and after their Entry into the said Warranty, shall vouch over the Common Vouchee, who shall likewise enter into the said Warranty and Imparl, and afterwards make Default, To the end one perfect Common Recovery shall and may, of all and singular the said Premises above mentioned, be had, prosecuted, and executed in all Things according to the usual Form of Common Recoveries for Assurance of Lands, Tenements, and Hereditaments in such Cases used and accustomed. And the same Recovery shall in due form of Law be executed by one Writ of *Habere facias Seisnam* accordingly. And it is covenanted, granted, concluded, and agreed upon by and between the said Parties to these Presents, and the true meaning hereof also is, and it is hereby so declared, That the said Recovery so, or in any other manner to be had and suffered, and all and every other Recovery and Recoveries to be had, suffered, and executed of the said Premises, or any part thereof, by or between the said Parties to these Presents, or by or between them, or any, or either of them, and any other Person and Persons on this side, and before the end of, &c. Term next coming, and the full Force and Execution of them, and every of them, and all other Assurance and Assurances of the said Premises, or any part thereof, had, or to be had, or made between the said Parties, or any of them, Shall be and enure, and shall be adjudged, esteemed, and taken to be and enure to and for the only proper Use and Behoof of the said J. K. and L. M. their Heirs and Assigns for ever; and to and for none other Use, Intent, or Purpose whatsoever. And each of them the said A. B. and C. D. for himself severally and apart, and not jointly and for his several and respective Heirs and Assigns, doth severally and apart, and not jointly, Covenant and Grant, to and with the said J. K. and L. M. their Heirs, and Assigns, That they the said A. B. and M. his Wife, and C. D. and E. his Wife are, or some or one of them now is lawfully and rightfully seized of a good, sure, perfect, and indefeasible Estate of Inheritance in Fee-Simple, or Fee-Tail, of, and in the said Premises above mentioned, with the Appurtenances, in their, or some, or one of their own Rights, or Right, without any Condition, Mortgage, Limitation of Use or Uses, or other Matter or Thing, to alter

alter, charge, change, and determine the same. *And also,* That they the said *J. K.* and *L. M.* their Heirs, and Assigns, shall and may from time to time, and at all times hereafter for ever, peaceably and quietly enter into, have, hold, occupy, possess, and enjoy, all and singular the said Premises above mentioned, and every Part and Parcel thereof with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption, and Denial of them the said *A. B.* and *M.* his Wife, and *C. D.* and *E.* his Wife, their Heirs and Assigns, and of all and every other Person and Persons whatsoever, claiming or to claim by, from, or under them, or any, or either of them, Or by, from, or under, &c. deceased. *And further,* That they the said *A. B.* and *M.* his Wife, and *C. D.* and *E.* his Wife, and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or Claiming in the said Premises above mentioned, or any part thereof, by, from, or under them, or any or either of them, or under the said, &c. shall and will at any time or times hereafter upon the reasonable Request, and at the Costs and Charges of the said *J. K.* and *L. M.* their Heirs and Assigns, make, do, and execute, or cause, or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts, and Assurances, in the Law whatsoever, for the further, better, and more perfect Granting, conveying, and assuring of all and singular the said Premises above mentioned, with the Appurtenances unto the said *J. K.* and *L. M.* their Heirs and Assigns, to the only proper Use and Behoof of the said *J. K.* and *L. M.* their Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said *J. K.* and *L. M.* their Heirs, or Assigns, or their or either of their Counsel learned in the Law shall be reasonably devised or advised, and required. In Witness, &c.

A Conveyance of the Moiety of a Patent of Lands Forfeited to the Crown.

This Indenture made, &c. between A. B. of, &c. and A. his Wife of the one part, and C. D. of, &c. and E. F. of, &c. of the other part. Whereas our Sovereign Lord George by his Letters Patent bearing Date &c. in Consideration of the yearly Rent of, &c. and also of, &c. Hath given and granted unto the said A. B. All those Messuages, or Tenements, commonly called or known by the Name of &c. being the Forfeiture of, &c. in the Year, &c. with all their Appurtenances, And all Rights, Privileges, and Ad-

vantages thereunto belonging in the County of, &c. To have and to hold the said Messuages, or Tenements, Lands, and Premisses with the Appurtenances, and all Rights, Privileges, and Advantages thereunto belonging, unto the said A. B. his Heirs and Assigns for ever, To be held of, &c. in Fee and common Soccage. *Yelding and Paying* therefore, and thereout yearly to his Majesty, his Heirs and Successors, at the Receipt of the Exchequer, the Rent of, &c. at the Feast of, &c. by equal Portions, as in and by the said Letters Patent inrolled in his Majesty's High Court of Chancery, Relation being thereunto had, more at large appears. *Now this Indenture Witneseth,* That for and in Consideration of the Sum of, &c. to the said A. B. and A. his Wife in hand paid by the said C. D. and E. F. the Receipt whereof they do hereby confess and acknowledge, and for divers other good Causes and Considerations them thereunto moving, They the said A. B. and A. his Wife, Have granted, bargained, and sold, aliened, released and confirmed, and by these Presents do fully, freely, and absolutely Grant, Bargain, and Sell, Alien, Release, and Confirm, unto the said C. D. and E. F. (in their actual Possession now being, &c.) and to their Heirs and Assigns for ever, One Moiety or half part of the said Messuages, or Tenements, Lands, and Premisses above mentioned, to be granted by Patent to the said A. B. his Heirs, and Assigns, with the Appurtenances, And all Rights Privileges, and Advantages thereunto belonging; And also the Reversion and Reversions, Remainder and Remainders, Rents, and Services of one Moiety of the said Messuages and Premisses above mentioned, and of every part and Parcel thereof with the Appurtenances. And also all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, as well in Equity as in Law, of them the said A. B. and A. his Wife, of, in, and to the said Moiety of the said Premisses above mentioned, and of, in, and to every Part and Parcel thereof with the Appurtenances. *To have and to hold* the said Moiety of the said Messuages, or Tenements, Lands, Hereditaments, and other the Premisses by the said recited Letters Patent granted, or mentioned, or intended to be hereby granted and released, and every Part and Parcel thereof, with the Privileges, Benefits, Advantages, and Appurtenances thereunto belonging, unto the said C. D. and E. F. their Heirs and Assigns for ever. In Trust, and for the Uses herein after mentioned (that is to say) As for and concerning one half of the said Moiety of the said Messuages, or Tenements and

and Premises, and the Privileges and Advantages thereof, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns, for ever ; And as for and concerning the other half of the said Moiety of the said Messuages or Tenements and Premises, and the Privileges and Advantages thereof, to the only proper Use and Behoof of the said E. F. his Heirs, and Assigns for ever, By and under, and subject to a Moiety of the Rent reserved, and the Covenants, Conditions, and Agreements contained in and by the Letters Patent above mentioned. *And* the said A. B. for himself, his Heirs, and Assigns, doth Covenant and Grant to and with the said C. D. and E. F. their Heirs, and Assigns, by these Presents, That he the said A. B. and the said A. his Wife, shall and will before the end of, &c. Term next ensuing the Date hereof, or in some other subsequent Term at the Election, and upon the Request of the said C. D. and E. F. their Heirs, and Assigns, levy and acknowledge in due Form of Law, one Fine *Surv Conuzance de Droit come ceo*, &c. with Proclamations according to the Statute in that Case made and provided unto the said C. D. and E. F. and their Heirs, or the Heirs of one of them, of the said Moiety, or half part of the said Messuages, or Tenements, and other the Premises above mentioned, with the Privileges, Benefits, Advantages and Appurtenances thereunto belonging, By such Name and Names, Quantity and Quantities, and in such Sort, Manner, and Form, as by the said C. D. and E. F. their Heirs or Assigns, or any of them shall be advised and required. *And* it is hereby agreed and declared, by and between the said Parties to these Presents for them and their Heirs, That the said Fine hereby agreed to be levied in manner aforesaid, and the Execution thereof, and all and every other Fine and Fines had and levied after the Date of these Presents, by the said A. B. and A. his Wife, or either of them, to the said C. D. and E. F. or either of them, Shall be and Enure, and shall be Construed, Adjudged, and Deemed to be and Enure, to and for the only proper Use and Behoof of the said C. D. and E. F. their Heirs and Assigns for ever, in Manner aforesaid, and to, and for none other Use, Intent, or Purpose whatsoever. *And* the said A. B. for Himself, his Heirs, and Assigns, doth Covenant, and Grant to, and with the said C. D. and E. F. their Heirs, and Assigns, That he the said A. B. now is the true and lawful Owner and Proprietor of the said Messuages or Tenements, Lands, and other the Premises abovementioned, and of every Part and Parcel there-

thereof, with the Appurtenances. *And* that he, the said A. B. now hath good Right, full Power, and lawful Authority, to Grant, Bargain, Sell, and Convey the said Moiety, or half Part of the said Messuages or Tenements, and Premisses, with the Appurtenances, unto the said C. D. and E. F. their Heirs and Assigns, to the only proper Use and Behoof of the said C. D. and E. F. their Heirs, and Assigns, for ever, according to the true Intent and Meaning of these Presents. *And also*, That they the said C. D. and E. F. their Heirs, and Assigns, shall, and may at all times for ever hereafter, peaceably and quietly have, hold, occupy, possess, and enjoy the said Moiety, or half part of the said Messuages or Tenements, Lands, Hereditaments, and Premisses abovementioned, with the Privileges, Benefits, Advantages, and Appurtenances thereunto belonging, without the Let, Trouble, Hindrance, Molestation, Interruption, and Denial of him the said A. B. his Heirs, or Assigns, and of all and every other Person or Persons whatsoever. *And* that freed and discharged of, and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rent, (excepting a Moiety of the Rent reserved in the Letters Patent abovementioned, and hereafter to become due) and of, and from all other Charges, Estates, Rights, Titles, Troubles, and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, &c. by the said A. B. or any other Person or Persons whatsoever, claiming, or to claim by, from, or under him, them, or any of them, (except only the Covenants in the said Letters Patent contained on the part of the said A. B. his Heirs, and Assigns, to be done and performed.) *And further*, That he the said A. B. and his Heirs, and all, and every other Person and Persons, and his, and their Heirs, any Thing having, or claiming in the said Moiety, or Half part of the said Messuages or Tenements, Lands, and Premisses abovementioned, or any part thereof, by, from, or under him, shall, and will, from time to time, and at all times hereafter, at the Request, Costs, and Charges in the Law of the said C. D. and E. F. their Heirs, or Assigns, make, do, and Execute, or Cause, or Procure to be made, done, and executed, all and every such further, and other lawful and reasonable Act and Acts, Thing and Things, Devise and De-

vise,

vifes, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect Granting, Conveying, and Assuring of the said Moiety, or half part of the said Messuages or Tenements, Lands, and Premises abovementioned, with the Appurtenances, unto the said C. D. and E. F. their Heirs, and Assigns, to the only proper Use and Behoof of the said C. D. and E. F. their Heirs and Assigns for ever, as by the said C. D. and E. F. their Heirs or Assigns, or their or either of their Counsel learned in the Law, shall be reasonably Devised, or Advised, and Required. *And* it is Covenanted, Granted, and Agreed upon, by and between the said A. B. for Himself, his Heirs, and Assigns, and the said C. D. and E. F. for themselves, their Heirs, and Assigns, That neither of the said Parties, their Heirs, or Assigns, shall Grant, Convey, or Transfer their respective Rights, Titles, and Interests in the Patent above recited, and the Messuages or Tenements, Lands, and Premises thereby and hereby granted, or any part thereof, to any Person or Persons whatsoever, without a Tender first made to the other of the said Parties, their Heirs or Assigns, and a Refusal of that Party, to whom the Tender is made, to give to the Party being minded to Dispose of his Part, his Heirs, or Assigns, as much Money, and as great a Consideration as any other Person, shall really and *bona fide* offer for the same. *And lastly*, It is Covenanted, Granted, and agreed by and between the said Parties to these Presents, and the true Intent and Meaning hereof is, That the Letters Patent above recited, shall for the mutual Security, and for the sole Use and Benefit of the said Parties, their Heirs, and Assigns, be Deposited with, and remain, continue, and be in the Custody and Possession of &c. or such other Person or Persons, as they the said A. B. C. D. and E. F. their Heirs, or Assigns, shall, at any time for the future by any Writing, or Writings under their Hands and Seals, Nominate, Direct, and Appoint, he the said &c. or such other Person or Persons so to be nominated and appointed, giving a Bond, Covenant, or other sufficient Security to the said Parties, to these Presents, their Heirs, and Assigns, to produce, shew forth, and deliver up the said Letters Patent to the said A. B. C. D. and E. F. their Heirs and Assigns, upon any occasion to make use of the same; They the said Parties to these Presents, their Heirs, and Assigns, all of them joining in a Request in Writing, under their Hands for the doing thereof. In Witness,

&c.

A Settlement, or Jointure on Marriage, by Release.

This Indenture Tripartite made, &c. Between *A B.* of &c. *Settlements*
of the first Part *C D.* of &c. *E F.* of &c. and *G H.* of &c.
of the second Part And *E D.* Daughter of the said &c. *Jointures*
of the third Part Witnesseth That the said *A B.* for and in
Consideration of a Marriage intended (by God's Permission)
shortly to be had and solemnized between the said *A B.* and
the said *E D.* And of the Sum of *5000 l.* to be had and re-
ceived by the said *A B.* as a Marriage-Portion with the said
E. And for that a competent Jointure may be had, made
and provided for the said *E D.* (in case the said Marriage
shall take Effect) And for the settling and assuring of the Mes-
suages, Lands, Tenements, and Hereditaments herein after
mentioned, To and for the several Uses, Intents, and Purposes
herein after limited and declared, pursuant to the Agreement
made upon the Contract of the said intended Marriage: He
the said *A B.* Hath granted, aliened, released and confirmed,
and by these Presents doth grant, &c. unto the said *C D.*
E F. and *G H.* (in their actual Possession now being &c.)
and their Heirs, All that Messuage, Tenement, or Farm, &c.
commonly called, &c. And all other the Messuages, Lands,
Tenements, and Hereditaments of the said *A B.* situate
and being in &c. in the said County of &c. And all Houses, Bul-
dings, Gardens, Orchards, Lands, Tenements, Meadows,
Pastures, Feedings, Ways, Waters, Water-courses, &c. And
also the Reversion and Reversions, Remainder and Remain-
ders, &c. And also all the Estate, &c. of him the said *A B.*
of, in, and to the same Premises, and of, in, and to every
Part and Parcel thereof, with the Appurtenances: To have
and to hold all and singular the said Messuages, Lands, Tene-
ments, and Hereditaments abovementioned, and every Part
and Parcel thereof, with the Appurtenances, unto the said
C D. *E F.* and *G H.* their Heirs and Assigns, to and for
the several Uses, Intents, Trusts, and Purposes herein after
mentioned, limited, expressed and declared: (that is to say)
To the Use and Behoof of the said *A B.* and his Heirs, un-
till the Marriage between him and the said *E D.* his intended
Wife, shall be had and solemnized; and from and after the
Solemnization thereof, To the Use and Behoof of the said
A B. and his Assigns, for and during the Term of his natu-
ral Life, without Impeachment of Waste; And from and af-
ter the Determination of that Estate, To the Use and Behoof
of the said *C D.* *E F.* and *G H.* and their Heirs, for and
during the natural Life of the said *A B.* In Trust, to preserve

and support the contingent Remainders herein after limited, from being defeated and destroyed; And for that Purpose to make Entries, and bring Actions, as the Case shall require. *Yet nevertheless* in Trust, to permit and suffer the said *A. B.* and his Assigns, to receive and take the Rents, Issues, and Profits thereof, to his and their own proper Use and Benefit, during his natural Life; And from and after the Decease of him the said *A. B.* To the Use and Behoof of the said *E. D.* (intended Wife of the said *A. B.*) and her Assigns, for and during the Term of her natural Life, for her Jointure, and in full Satisfaction and Bar of her Dower, or Thirds, which she may claim to have in any Lands, Tenements or Hereditaments, whereof or wherein he the said *A. B.* shall, at any Time during his Life, be seized of any Estate of Inheritance; And from and after the Decease of the Survivor of them the said *A. B.* and *E.* his intended Wife, To the Use and Behoof of the Heirs Males of the Body of the said *E. D.* by the said *A. B.* her intended Husband, lawfully to be begotten: And for want of such Issue, To the Use and Behoof of the said *C. D.* *E. F.* and *G. H.* their Executors, Administrators and Assigns, for and during the Term of 300 Years thence next following, and fully to be ended, without Impeachment of Waste, upon the Trusts, and to and for the Ends, Intents, and Purposes herein after declared, of and concerning the same Term: And from and after the Expiration, or other sooner Determination of that Term, To the Use and Behoof of the said *A. B.* his Heirs and Assigns, forever: *Provided* always, and it is hereby declared and agreed by and between the said Parties to these Presents, That the said Term of 300 Years so limited to them the said *C. D.* *E. F.* and *G. H.* their Executors, Administrators and Assigns, as aforesaid, is upon this Condition: That if the said *A. B.* shall happen to dye without Issue Male, by him begotten on the Body of the said *E.* or shall leave Issue Male, and such Issue Male shall happen to dye before he shall attain the Age of 21 Years, without Issue Male; And that in either of the said Cases, there shall happen to be one or more Daughter or Daughters of their Bodies begotten, That then, and in such Case, if the said *A. B.* his Heirs or Assigns, do and shall, well and truly pay, or cause to be paid to such Daughter or Daughters respectively, at her and their respective Ages of 21 Years, or Days of Marriage, the several Portions following, (that is to say) If it shall happen there shall be but one such Daughter, then the Sum of 5000 *l.* only for the Portion of such Daughter, to be paid to her at her Age of 21 Years, or Day of Marriage, which shall first happen, with Interest in the mean

mean time after the Rate of 4 *l. per Cent. per Ann.* But if it shall happen, that there shall be two or more such Daughters, then the Sum of 6000 *l. etc.* for the Portion of such two or more Daughters, to be equally divided amongst them Share and Share alike, And to be paid to them respectively at their respective Ages of 21 Years or Days of Marriage which first happen with Interest therefore after the Rate of 4 *l. per Cent. per Ann.* in the mean time as aforesaid; And if any such Daughter or Daughters shall happen to die unmarried, before her or their Portion or Portions shall become payable as aforesaid, Then the Portion or Portions of her or them so dying, shall go and be paid to the Survivors or Survivor of them, equally to be divided amongst them Share and Share alike (to be paid at the same Time as the Original Portions should or ought to become payable, as aforesaid, in case they had been living) So as no one such Daughter shall have for her Portion by Survivorship or otherwise, by Vertue of the said Term of 500 Years, above the Sum of 3000 *l.* And in case there shall be no such Daughter who shall live to be married, or attain the Age of 21 Years, That then, and in either of the said Cases so happening, the said Term shall cease, determine, and be void, any Thing herein contained to the contrary notwithstanding. *Provided* always, and upon this further Condition, that in Case the said *A B.* shall happen to dye without such Issue Male as aforesaid, and shall happen to leave one or more Daughter or Daughters as aforesaid; and such Daughter or Daughters, or either of them, shall happen to marry in the Life-time of the said *A B.* and *E.* his intended Wife, or either of them, or in the Life-time of the said Trustees, or any, or either of them, without the Consent of such of them the said *A B.* and *E.* and of the said Trustees, or the greater Number of them, then Living signified and declared under their Hands, or the Hands of the greater Number of them; That then the Portion and Portions hereby intended for such Daughter and Daughters so marrying respectively, shall go and be paid to such other Daughter or Daughters, who shall marry with such Consent as aforesaid: And further, That in case there shall be no such Daughter as aforesaid, which shall live to be married, or attain the Age of 21 Years; or in case all such Daughters shall happen to marry without such Consent as aforesaid, That then and in either of the said Cases so happening, the said Term of 500 Years shall cease and be void And the said *A B.* for himself, his Heirs, and Assigns, doth Covenant and Grant to, and with the said *C D. E F.* and *G H.* their Heirs and Assigns, That the said Messuages, Lands, and Pre-

misses abovementioned, Shall and may from henceforth, for ever hereafter be, remain and continue to, for, and upon the several Uses, Intents and Purposes, And under, and subject to the several Limitations and Agreements aforesaid, according to the true Intent and Meaning of these Presents. *And further*, that he the said A B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuages, Lands and Premises above-mentioned, or any Part thereof, by, from, or under him, them, or any of them, shall and will at all times hereafter, upon the reasonable Request of the said C D. E F. and G H. their Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever for the further, better, and more perfect granting and assuring of all and singular the said Messuages, Lands and Premises abovementioned, with the Appurtenances, to and for the several Uses, Intents and Purposes abovementioned, declared, limited and appointed, and according to the true Intent and Meaning of these Presents; As by the said C D. E F. and G H. and their Heirs, or their, or any of their Council learned in the Law shall be reasonably devised, or advised, and required. *And it is further covenanted, granted, concluded, and agreed upon by, and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had made, levied, suffered, executed or acknowledged, or at any time hereafter to be had, made, &c. of the said Messuages, Lands and Premises abovementioned, or any part thereof, either alone by it self, or jointly with any other Lands, Tenements or Hereditaments by or between the said Parties to these Presents, or by or between them, or any of them, and any other Person or Persons, as for and concerning all and singular the said Messuages, Lands and Premises abovementioned, and every part thereof with the Appurtenances, Shall be, and endure, and shall be adjudged, esteemed, and taken to be, and endure To and for the several Uses, Intents and Purposes abovementioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents, and to or for none other Use Intent or Purpose whatsoever. *Provided also*, and it is hereby declared and agreed by, and between the said Parties to these Presents, That it shall and may*

be

be lawful to, and for him the said *A B.* during his Life, And after his Death for the said *E.* (his intended Wife) during her Life, in case the said intended Marriage shall take effect, by any Writing or Writings under his and her Hand and Seal respectively, attested by two or more Credible Witnesses, and not otherwise to make any Lease or Leases, Demise, or Grant of all, or any part or parts of the said Messuages and Lands to any Person or Persons whatsoever, for the Term of 21 Years, or for any Term or Number of Years not exceeding 21 Years, So as such Leases, Demises or Grants for Years be made to commence, and take effect in Possession within one Year after the Date thereof; And so as upon all and every such Lease or Leases, Demises or Grants for Years to be made by the said *A B.* and *E.* his intended Wife respectively, there be reserved payable yearly during the Continuance thereof, the best and most improved yearly Rents, which at the time of making thereof, can or may be gotten for the same. And so that in every such Lease, there be contained a Clause of Re-entry for Nonpayment of the Rent or Rents thereby to be reserved; And so as the Lessee and Lessees, to whom such Lease and Leases shall be made, do seal and deliver Counterparts of such Lease and Leases, any Thing herein contained to the contrary thereof notwithstanding. *In Witness, &c.*

A Marriage Settlement of a large Estate by Fine and Recovery.

This Indenture Quinquepartite made, &c. Between *A B.* of, &c. and *P.* his Wife of the first Part, *T B.* eldest Son and Heir apparent of the said *A B.* on the said *P.* begotten, and *D.* Wife of the said *T B.* who is eldest Daughter of, &c. on the Body of *E D.* his Wife begotten, and one of the Sisters and Coheirs of, &c. of the second Part, *C D.* of, &c. and *E F.* of, &c. of the third Part, the said *E D.* *G H.* of, &c. and *J K.* of, &c. of the fourth Part, and *L M.* of, &c. *N O.* of, &c. and *P R.* of, &c. of the fifth Part Witnesses, that for and in Consideration of a Marriage already had and Solemnized between the said *T B.* and *D.* his Wife, and in Pursuance, and part of Performance of certain Articles of Agreement made on the Contract of the said Marriage bearing Date, &c. last past, and made, or mentioned to be made between the said, &c. And in consideration also of the Sum of 10000 *l.* of, &c. to the said *T B.* in hand paid by the said *E D.* as and for Marriage Portion of the said *D.*

and in full of her Share and Proportion of the Estate of, &c. deceased, the Receipt whereof, he the said T. B. doth hereby confess and acknowledge, being the same Sum mentioned to be paid to the said T. B. by, &c. And for the settling and assuring of the Manors, Lands, Tenements and Hereditaments herein after mentioned to, and upon the several Uses, Intents, Trusts and Purposes herein after limited, expressed and declared, pursuant to the said Marriage Articles above-mentioned; They the said A. B. and T. B. do, and either of them doth for themselves, their Heirs and Assigns, Covenant, Grant and Agree to and with the said C. D. and E. F. their Heirs and Assigns; And the said P. Wife of the said A. B. doth hereby Consent and Agree, that they the said A. B. and P. his Wife, and T. B. shall and will on this side, and before the End of *Hillary Term* next coming, in due form of Law acknowledge and levy before, &c. unto the said C. D. and E. F. and their Heirs, or to the Heirs of one of them one Fine *sur Conuzance de Droit come ceo*, &c. of All that the Manor of, &c. And of all, &c. Which said Fine so to be had and levied in manner aforesaid, or in any other manner to be had and levied of the said Manors and Premises abovementioned with the Appurtenances, shall be and enure, and shall be adjudg'd esteemed, and taken to be and enure to and for the only proper Use and Behoof of the said C. D. and E. F. their Heirs and Assigns, whereby to make them Tenants of the Freehold of the Premises. Yet nevertheless to this End, Intent and Purpose, that the said C. D. and E. F. shall and will on this side, and before *Hillary Term* next coming, permit and suffer the said G. H. and J. K. in due Form of Law to sue forth, and prosecute one Writ of Entry *sur Disseisin in le post* returnable before, &c. against them the said C. D. and E. F. of all and singular the said Manors, &c. unto and upon which said Writ of Entry so to be brought, the said C. D. and E. F. shall appear and vouch to Warranty, &c. To the End, one perfect Common Recovery with double Voucher, shall and may thereof be had, prosecuted and suffered in all Things according to the usual Order and Form of Common Recoveries, &c. And it is fully covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, that the said Recovery so or in any other Manner and Form to be had and suffered, and also all and every other Recovery or Recoveries to be hereafter executed had or suffered of the said Manors and Premises, or any part thereof, by or between the said Parties to these Presents, or by or between them, or any of them, and any other Person

son or Persons on this side, and before the End of *Hillary Term* next coming, And the full Force of them, and every of them, and all other Assurance and Assurances of the said Premises, or any part thereof, had, or to be had, or made between the said Parties, or any of them Shall be and enure, and shall be adjudged, esteemed and taken, and are meant and intended to be and enure to for and upon the several Intents, Trusts and Purposes, and subject to the several Proviso's and Agreements hereafter particularly mentioned, limited, expressed and declared (that is to say) *As for and concerning* All that Capital Messuage, &c. And the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, To the Use and Behoof of him the said T.B. and his Assigns, for and during the Term of his natural Life without Impeachment of, or for any manner of Waste, and with liberty to commit Waste; And from and after the Determination of that Estate, by Forfeiture or otherwise, Then to the Use and Behoof of the said E.D. G.H. and J.K. their Heirs and Assigns, for and during the natural Life of the said T.B. to preserve and support the contingent Remainders herein after limited from being defeated and destroyed, And for that purpose to make Entries, and bring Actions as the Case shall require; But nevertheless in Trust to permit and suffer the said T.B. and his Assigns for and during his natural Life, to receive and take the Rents, Issues and Profits of the said last mentioned Premises, To and for his and their own proper Use and Benefit; And from and after the Decease of the said T.B. Then to the Use and Behoof of the said D. the Wife of the said T.B. and her Assigns for and during the Term of her natural Life in full of her Jointure, and in Satisfaction and Bar of her Dower at the Common Law; And from and after the several Deceases of them the said T.B. and D. his Wife, then to the Use and Behoof of the first Son of the Body of the said T.B. on the Body of the said D. his Wife begotten, or to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; And for Default of such Issue, Then to the Use and Behoof of the second Son of the Body of the said T.B. on the Body of the said D. his Wife lawfully begotten, or to be begotten, and the Heirs Males of the Body of such second Son lawfully issuing; And for Default of such Issue, Then to the Use and Behoof of the third Son of the Body of the said T.B. on the Body of the said D. his Wife lawfully begotten, or to be begotten, and of the Heirs Male of the Body of such third Son lawfully issuing; And for Default of such Issue, Then to the Use and Behoof of the fourth Son

of the Body of the said T. B. on the Body of the said D. his Wife to be begotten, and of the Heirs Males of the Body of such fourth Son lawfully issuing; And for Default of such Issue, Then to the Use and Behoof of the fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and of all and every other Son and Sons of the Body of the said T. B. on the Body of the said D. his Wife lawfully to be begotten severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully issuing; The elder of such Son and Sons, and the Heirs Male of his Body lawfully issuing always to be Preferred, and to take before the younger of such Son and Sons, and the Heirs Male of his and their Body and Bodies lawfully issuing; And for Default of such Issue, and in case the said D. at the Death of the said T. B. shall be *Enfient*, and with Child, Then to the Use of the said D. and her Assigns, until the said D. shall be delivered of such Child; And in case such Child shall be a Son, Then to the Use and Behoof of such afterborn Son, and the Heirs Males of his Body lawfully issuing; And for Default of such Issue, Then to the Use and Behoof of the Heirs Males of the Body of the said T. B. lawfully to be begotten; And for Default of such Issue, Then to the Use and Behoof of, *or*. second Son of the said A. B. and the Heirs Males of his Body lawfully to be begotten; And for Default of such Issue, Then to the Use and Behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and of all and every other Son and Sons of the Body of the said A. B. on the Body of the said P. begotten, and to be begotten, and the Heirs Males of the Body and Bodies of such Son and Sons begotten, and to be begotten, as they, and each of them shall be in Priority of Birth, and Seniority of Age (that is to say) The elder of such Son and Sons, and the Heirs Males of his Body to be Preferred, and take before the younger of such Sons, and the Heirs of his Body: And for Default of such Issue, Then to the Use and Behoof of all and every the Daughter and Daughters of the said A. B. on the Body of the said P. begotten, And to be begotten, And the Heirs of the Body and Bodies of such Daughter and Daughters lawfully to be begotten, And for Default of such Issue, Then to the Use and Behoof of the said A. B. his Heirs and Assigns for ever, And to and for none other Use, Intent or Purpose whatsoever. *And as for, and concerning* all that the Manor of, *or*. To the Use and Behoof of the said L. M. N. O., &c. their Executors,

Executors, Administrators and Assigns, for and during the Term of 99 Years next ensuing, and fully to be compleat and ended If the said P. shall so long live Upon this Special Trust and Confidence, That they the said L M. and N O. their Executors, Administrators and Assigns, shall from time to time during the joint Lives of the said A B. and P. receive and take the Rents, Issues and Profits of the said Manor Lands and Premises last above mentioned, and pay and answer the same unto the said P. for her sole and particular Maintenance for Cloaths, Apparel, and otherwise as she shall think fit, and the said A B. not to intermeddle with the same; and the Acquittance and Discharge, Acquittances and Discharges of the said P. from time to time under her Hand, shall be judged, deemed and taken to be good and sufficient Discharges unto the said L M. and N O. their Executors and Administrators for the same, and every part thereof against the said A B. his Heirs Executors and Assigns, and against all Account and Accounts to be to him or them given, rendered or yielded therefore, And as for and concerning the said Manor and Premises limited for the said Term of 99 Years, immediately after the Determination of that Term; And as for and concerning all and singular, &c. whereof no Use or Estate is herein before limited To the Use and Behoof of the said A B. and his Assigns, for and during the Term of his Natural Life, &c. And from and after the Determination of that Estate, to the Use and Behoof of the said E D. G H. and J K. their Heirs and Assigns, &c. In trust to preserve and support the contingent Uses and Remainders, &c. And from and after the Decease of the said A B. then to the Use and Behoof of the said P. &c. and from and after the several Deceases of them the said A B. and P. his Wife, then to the Use and Behoof of the said T B. &c. and from and after the Determination of that Estate to, &c. to Support, &c. and from and after the Decease of the said T B. then to the Use and Behoof of the first Son of the Body of the said T B. &c. (and so on to the fifth, sixth, seventh, eighth, ninth, and tenth Sons, with Remainders over, &c. *ut supra*) And for Default of such Issue, then to the Use and Behoof of the said A B. his Heirs and Assigns for ever, and to and for none other intent or purpose whatsoever. *Provided always*, and it is hereby further Covenanted, Declared and Agreed, by and between the said Parties to these Presents, That in case the said T B. shall survive the said D. that then it shall and may be lawful to and for the said T B. after the Death of the said A B. and P. his Wife, by any Writing or Writings to be by him duly sealed

sealed and executed in the Presence of two or more credible Witnesses, to limit or appoint for the Life of such Woman as shall be his Wife at the time of his Death, such parts of the said Manors and Premises as are not herein before limited for the Life of the said D. as he shall think fit, so as such parts so limited, shall not exceed the yearly Value of 100 l. for each, and every 1000 l. she shall be *bona fide* worth in Money or Lands to the said T B. And so as such Parts and Parcels so to be limited, exceed not in the whole the yearly Value of 1000 l. *Provided also*, and it is hereby further agreed by, and between the said Parties to these Presents, and hereby so declared, That in case the said D. shall happen to die in the Life time of the said T B. without Issue Male of her Body by the said T B. begotten, or having Issue Male, and such Issue Male shall all happen to die in the Life time of the said T B. without Issue Male, That then, and in such case, and not otherwise, It shall be lawful for the said T B. with the said A B. and P. his Wife, if both of them shall be living, otherwise with the Consent of the Survivor of them ; And if both of them shall be dead, Then for the said T B. without such Consent, and at his Will and Pleasure, by any Writing or Writings by him to be signed and sealed in the Presence of two or more Credible Witnesses, to revoke, alter and make void all and every the Use and Uses herein before limited and appointed, subsequent to the Limitation to him for his Life ; And by the same Writing or Writings, or by any other Deed or Deeds, Writing or Writings, to creat, limit or appoint any other new Use or Uses of the said Premises, or any Part thereof, so as such new Use and Uses so to be created or appointed, be to the Heirs Males of his own Body, or to some Heir Male, and his Issue Male of the Family of the said A B. and not otherwise. *Provided also*, and it is further agreed and declared, by and between the said Parties to these Presents, That in case the said T B. shall have more than one Son, or a Son or Sons, and one or more Daughter or Daughters by him begotten on the Body of the said D. Then it shall and may be lawful to and for the said T B. by any Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing to be duly executed, &c. to charge the said Premises, or any part thereof, by creating or limiting a Term of 100 Years or otherwise on the said Premises abovementioned, or any part thereof, and to be defeasible on payment of the Sum of 10,000 l. for the Portion or Portions of such younger Son or Sons, Daughter or Daughters by such Proportions, and in such Sort, Manner and Form, as the said T B. shall by such Deed or Deeds, Writing or Writings, or by his

his last Will and Testament in Writing, to be executed or published as aforesaid, direct, limit and appoint. *And further*, that in such Case it shall and may be lawful to, and for the said T B at any time during his Life, by such Writing or Will as aforesaid, to charge the said Premises, or any part thereof with any Annuity or Annuities, to and for such younger Son or Sons for and during the natural Life or Lives of such younger Son or Sons, not exceeding in the whole the Sum of 1000 *l. per Annum*, as the said T B. shall by such Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing to be duly executed as aforesaid direct, limit or appoint, So as the said Charge, Term of 100, or the said Annuity or Annuities, do not commence or take effect till after the Deceases of the said A B. and P. his Wife, Any Thing herein contained to the contrary thereof in any wise notwithstanding. *Provided also*, and it is hereby further agreed and declared, that it shall and may be lawful to, and for the said A B. during his Life, and P. after his Death, during her Life; and also for the said T B. during his Life, and for the said D. after his Death, and during her Life, as they shall respectively become Owners, and be in Possession of the Premises by the respective Limitations in these Presents herein before-mentioned by Indenture under their respective Hands and Seals, to Demise and Lease to any Person or Persons whatsoever, All and every, or any the said Manors and Premises above-mentioned to them severally limited in Use as aforesaid, for any Term or Number of Years not exceeding the Term of twenty one Years in Possession, and not in Reversion, Remainder or Expectancy, So as no such Lease or Leases be made Dispunishable of Waste; and so, as upon every such Lease, there be reserved the greatest and most improved Yearly-Rent that can or may be had and obtained for the same, without taking any Monies or other Thing by Way of Fine or Consideration for such Lease or Leases, And so as the Person or Persons to whom such Lease or Leases shall be granted, do seal and execute Counterparts of the same Lease or Leases And the said A B. and T B. for themselves severally and apart, and not jointly, and for their respective Heirs and Assigns, Do severally and apart, and not jointly, Covenant and Grant, to and with the said E D. G H, and I K. their Heirs and Assigns, That all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, Shall and may from time to time, and at all times, for ever hereafter remain, continue, and be To, for, and upon the several Uses, Intents, Trusts and Purposes herein before-mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents, And to, and for none other Use, Intent, Trust, or Purpose,
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whatsoever; And that free and clear, &c. And also, &c. (Covenant for further Assurance; And lastly, That all Assurances shall Enure to the Uses.) *In Witness, &c.*

A Marriage Settlement of a Leasehold Estate for 99 Years, and of Annuities.

This Indenture made, &c. Between *A B.* of, &c. of the one Part, and *E D.* of, &c. *C D.* of, &c. *E F.* of, &c. and *G H.* of, &c. of the other Part Whereas, &c. by his Indenture of Lease, bearing Date, &c. for the Considerations therein mentioned, Hath demised and granted unto the said *A B.* his Executors, Administrators, and Assigns, All that Messuage, &c. To hold from the Day of the Date of the said Indenture, for and during, and unto the full End and Term of 99 Years, If, &c. or any, or either of them shall so long live, Ar, and under the yearly Rent of, &c. As in and by the said Indenture more fully and at large doth appear. Now, this Indenture witnesseth, That the said *E B.* for, and in Consideration of a Marriage intended to be had and solemnized between the said *A B.* and the said *E D.* And in Consideration of the Sum of, &c. being the Marriage Portion of the said *E D.* And for making a competent Jointure unto the said *E D.* (in case the said intended Marriage shall take effect, and she shall happen to survive the said *A B.*) and in Recompence and Discharge of all such Dower and Title of Dower, as she may hereafter have or claim, of, in, or out of any the Lands, Tenements, and Hereditaments whereof the said *A B.* now is, shall, or may be seized at any time during the Coverture between them, And for divers other good Causes and Considerations him thereunto moving; He the said *A B.* by the Consent and Direction of the said *E D.* testified by her being made a Party to, and Signing and Sealing of these Presents, Hath granted, bargained, sold assigned, and set over; and by these Presents, doth grant, &c. unto the said *C D. E F.* and *G H.* All that the Messuage, &c. above-mentioned and contained in the said recited Indenture of Lease, with the Appurtenances, together with the said recited Indenture of Lease, *To have and so hold*, the said Messuage, Tenement, and all other the Premises, with the Appurtenances unto, the said *C D. E F.* and *G H.* their Executors and Administrators, for and during all the Residue and Remainder of the said Term of 99 Years above recited, which is yet to come and unexpired, determinable as aforesaid, At and under the yearly Rents, Covenants, and Conditions in the said recited Indenture of Lease, mentioned and contained, Upon the Trusts and to the several Uses, Intents and Purposes hereafter mentioned and declared; (that is to say) That they

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the said C D. E F. and G H. and the Survivors and Survivor of them, their Executors and Administrators, shall and will permit, and suffer the said A B. and his Assigns, to have, hold, possess, and enjoy the said Messuage, Tenement and Premises, with the Appurtenances, And receive the Rents, Issues, and Profits thereof to his and their own Use and Benefit, for and during so many Years of the said Term of 99 Years, as he shall happen to live; And also from and immediately after the Death of the said A B. (in case the said intended Marriage takes effect) shall and will permit and suffer the said E D. and her Assigns, to have, hold, possess and enjoy the said Messuage, Tenement and Premises above-mentioned, with the Appurtenances, and receive the Rents, Issues, and Profits thereof to her and their own Use and Behoof, for and during so many Years of the said Term of 99 Years as she shall happen to live; And also from and after the Death of the said A B. and E D. shall, and will, permit and suffer such Person and Persons to whom the said A B. shall by his Last Will and Testament, or by any Deed or Writing under his Hand and Seal, give, devise, limit or appoint the said Premises; Or in Default of such Appointment, shall and will permit and suffer the Executors or Administrators of the said A B. to have, hold, possess and enjoy the said Messuage, Tenement and Premises, with the Appurtenances, for and during all the rest, Residue, and Remainder of the said Term of 99 Years, which shall be then to come and unexpired; And to and for none other Use, Intent or Purpose whatsoever. And the said A B. for himself, his Heirs, Executors and Administrators, doth Covenant, Promise and Grant to, and with the said C D. E F. and G H. their Executors and Administrators, That they the said C D. E F. and G H. their Executors, Administrators and Assigns, shall and may during the said Term, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, To the several Uses, Intents and Purposes aforesaid, without the Let, Suit, Trouble or Denial of the said A B. his Heirs, Executors or Administrators, or any other Person or Persons whatsoever; And that free, and clear, and freely and clearly acquitted and discharged of, and from all other Estates, Titles, Troubles, Charges, and Incumbrances whatsoever, had, made, committed, done or suffered, by him the said A B. or by any other Person or Persons lawfully claiming by, from, or under him. And whereas the said A B. is now lawfully possessed of, and entituled unto two several Annuities of 20*l.* per An*n.* each, by Vertue of, &c. Which Annuities are payable, and to be paid by Half-Yearly Payments,

ments, for and during the Term of 99 Years, commencing from, &c. as by, &c. may appear. Now this Indenture further witnesseth, That the said *A B.* for the Considerations aforesaid, &c. and to the End the said Annuities may be, remain, and continue to, for and upon the several Trusts herein after-mentioned: And in Consideration also of 3 s. in Money, to him the said *A B.* in Hand, paid by the said *C D.* *E F.* and *G H.* the Receipt whereof is hereby acknowledged, He the said *A B.* hath sold, Assigned and set over, and by these Presents doth sell, &c. unto the said *C D.* *E F.* and *G H.* their Executors, Administrators and Assigns, The said two several Annuities of 20 l. per Ann. and 20 l. per Ann.: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *A B.* of, in, and to the same Annuities, and either of them To have, hold, receive, take, and enjoy the said Annuities unto the said *C D.* *E F.* and *G H.* their Executors, Administrators and Assigns for and during all the Rest and Residue of the said Term of 99 Years, which is yet to come and unexpired, Nevertheless, upon this special Trust and Confidence, that they the said *C D.* *E F.* and *G H.* and the Survivor of them, and the Executors and Administrators of such Survivor, Shall and will permit and suffer the said Annuities to be received, had, and taken in Manner following: (That is to say) By the said *A B.* and his Assigns, during so many Years of the said Term as he shall happen to live; And after his Decease (in case the said intended Marriage takes Effect) Then by the said *E D.* and her Assigns, during so many Years of the said Term as she shall happen to live; And after her Decease, Then by all and every the Daughters of the said *E.* by the said *A B.* begotten, or to be begotten, as shall live to be married, or attain the Age of 21 Years; equally to be divided between them, during the Remainder of the said Term, Not as Joint-Tenants, but as Tenants in-Common: And if there shall happen to be but one such Daughter, Then by such only Daughter, her Executors and Administrators, during the Remainder of the said Term. And in case there shall be no such Daughter, then by the Executors, Administrators, and Assigns of the said *A B.* for and during the Remainder of the said Term of 99 Years, without any Account to be given to the said *C D.* *E F.* and *G H.* their Executors, Administrators or Assigns, for the same; And to and for and upon no other Trust, Intent, or Purpose whatsoever. And the said *A B.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *C D.* *E F.* and *G H.* their Executors, Administrators and Assigns, That he

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the said *A B.* now hath good Right, full Power, and lawful Authority, in his own Right to assign and transfer the said Annuities unto the said *C D. E F.* and *G H.* their Executors, Administrators and Assigns, *To hold* to them, their Executors, Administrators and Assigns, for and during the Remainder of the said Term of 99 Years, Upon the several Trusts herein before expressed and declared, according to the true Intent and Meaning of these Presents. *And also,* That the said Annuities shall and may at all Times hereafter, be, remain, and continue to, for, and upon the several Trusts, Intents, and Purposes herein before expressed and declared, of and concerning the same. *And further,* That he the said *A B.* his Executors Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having, or lawfully claiming in the said Annuities, or either of them, by, from, or under him, shall and will at any Time or Times hereafter, upon the reasonable Request of the said *C D. E F.* and *G H.* their Executors, Administrators and Assigns, make, do, and execute, or cause or procure to be made, &c. All and every such further, and other lawful and reasonable Act and Acts, Thing and Things, Devises and Assurances in the Law whatsoever, for the further, better, and more perfect Assigning and Transferring of the said several Annuities unto the said *C D. E F.* and *G H.* their Executors, Administrators and Assigns, *To hold* to them, their Executors, Administrators and Assigns, for and during the Remainder of the said Term of 99 Years, To, for, and upon the several Trusts, Intents, and Purposes herein before expressed and declared, according to the true Intent and Meaning of these Presents, as by the said *C D. E F.* and *G H.* their Executors, Administrators and Assigns, or their, or any of their Council learned in the Law, shall be reasonably devised, or advised and required. *In Witness, &c.*

A Marriage-Settlement of Stocks.

This Indenture Tripartite, made, &c. Between *A B.* of &c. of the first Part; *C D.* of &c. of the second Part, And *E F.* of &c. *G H.* and *I K.* of &c. of the third Part. *Whereas* a Marriage, by God's Permission, is intended shortly to be had and solemnized between the said *A B.* and *C D.* *And whereas* the said *A B.* is intitled to the Sum of 1000 l. Capital Stock of the Bank of England, commonly called Bank Stock; And likewise to the Sum of 300 l. in the Capital Stock of

of the Governor and Company of Merchants of Great-Britain, Trading to the South Seas, commonly called *South-Sea-Stock*. And the said C D. is lawfully intitled to the like Sum of 1000*l.* in the said Stock called *Bank Stock*, &c. Now this Indenture witnesseth, That in Consideration of the said intended Marriage, And to the Intent that the said several Sums or Parcels of the said Stocks, and the Dividends and Profits thereof may be secured, and applied upon the Trusts And to and for the Uses, Intents, and Purposes hereafter mentioned and expressed They the said A B. and C D. do hereby for themselves, severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not the one for the other, or for the Heirs, Executors, or Administrators of the other, Covenant, promise and agree, to and with the said E F. G H. and J K. their Executors and Administrators, That they the said A B. and C D. respectively shall and will, within, &c. Days next ensuing the Date of these Presents, in due Form, well and sufficiently transfer and assign, in the respective Books kept for that Purpose, the said Two respective Sums of 1000*l.* *Bank Stock*; and also the said &c. to the said E F. G H. and J K. their Executors, Administrators, and Assigns. And it is hereby declared, concluded and agreed, by and between all the said Parties, to these Presents, That the said several Sums, or Parcels of the said Stocks, when so transferred or assigned, and all the Dividends and Profits thereof, shall be and remain in the said E F. G H. and J K. their Executors, Administrators and Assigns, Upon and Under, and subject and liable to the several Trusts, Uses, Intents, Purposes, Conditions, and Agreements, herein after expressed: (That is to say) As to 1000*l.* part of the said *Bank Stock* And &c. part of the said *South-Sea-Stock*, In Trust for the said A B. his Executors, Administrators and Assigns, until the said intended Marriage shall be solemnized. And as to the remaining 1000*l.* of the said *Bank Stock*, and the remaining, &c. In Trust for the said C D. her Executors, Administrators and Assigns, until the Solemnization of the said intended Marriage. And from and immediately after the Solemnization of the said intended Marriage, Then, as to all the said several Sums or Parcels of *Bank Stock* and *South-Sea Stock* In Trust, That they the said E F. G H. and J K. their Executors, Administrators and Assigns, shall permit and suffer the said A B. and his Assigns, during the Term of his natural Life, to have, receive, and take to his and their own proper Use and Behoof, All the Dividends, Interest, and other Profits which shall, during his Life, accrue, arise, or be made, by

by or from the said several Sums or Parcels of Stock, or any of them; And from and immediately after the Decease of the said A B. Then upon Trust, (in case the said C D. shall survive the said A B.) to permit and suffer the said C D. and her Assigns, during her natural Life, to receive and take to her and their own proper Use and Behoof, all the Dividends, Interest, and other Profits which shall, during her Life, accrue, arise, or be made, by or from the said several Sums or Parcels of Stock, or any of them, And upon this further Trust and Confidence, That they the said Trustees, their Executors, Administrators and Assigns, shall and do, after the Deaths of the said A B. and C D. transfer, assign, pay, apply, or dispose of all the said several Sums or Parcels of Stock, and the Dividends, Interest, and other Profits thereof, unto and amongst all and every the Sons and Daughters of the said A B. on the said C D. begotten, and their Children, in case any of them shall be then dead, leaving Issue, in such Parts and Proportions, and at such Time or Times, and in such Manner, as the said A B. by his last Will and Testament in Writing, or by any other Writing duly executed by him in the Presence of Two or more credible Witnesses, shall limit, direct, or appoint the same, And in Default of such Limitation, Direction or Appointment, Then unto and amongst all and every the Son and Sons, Daughter and Daughters of the said A B. on the said C D. lawfully to be begotten, as aforesaid, and the Children of such Sons or Daughters, (in case any of them shall happen to be dead, leaving Issue) in equal Shares and Proportions; but so as the Child or Children of such of the said Sons or Daughters as shall then happen to be dead, shall be intitled only to the Share which his, her, or their Father or Mother, would have been intitled to, if living; equally to be divided amongst such Children, if there be more than One, and if but One, then wholly to that One. And upon this further Trust and Confidence, That in case the said A B. shall survive the said C D. and there shall be no such Son or Daughter, nor any Issue of such Son or Daughter living at the Time of her Decease; Or if the said C D. shall survive the said A B. and there shall be no such Son or Daughter, nor any Issue of such Son or Daughter living at the Time of the Decease of the said A B. and the said C D. shall not then be essient of a Child, which shall be afterwards born: Then that the said Trustees, their Executors, Administrators or Assigns, shall and do, in either of the said Cases, (after the Decease of the said C D.) transfer, assign, pay, apply, and dispose of all the said several Sums or Parcels of Stocks, and

the Dividends, Interest and Profits thereof, to the said *A B.* (if he survives the said *C D.*) or the Executors, Administrators, or Assigns of the said *A B.* after the Decease of the said *C D.* in case she happens to survive him, as aforesaid, *Provided* always, and it is agreed and declared by and between all the said Parties to these Presents, That in case the said *A B.* and *C D.* or the Survivor of them, shall be minded, or desirous to have the several Sums or Parcels of Stock, or any Part thereof, sold, and the Money arising by the Sale thereof, invested in any other Stock or Fund, or placed out upon any Security, or laid out in the Purchase of Freehold Lands, Tenements, or Hereditaments; Or to have the said Money, after it shall have been so invested or placed out, in or upon any other Stocks, Funds or Securities, called or taken in again, and disposed of in any other Manner, And shall signify such his, her, or their Mind or Desire, by Writing under his, her, or their Hand or Hands, signed in the Presence of Two or more credible Witnesses: That then the said Trustees, their Executors, Administrators or Assigns, shall accordingly sell and dispose of the said Stocks, or any Part thereof, and invest, place, lay out, or dispose of the Money arising by the Sale thereof, in such other Stocks, Funds or Securities, or in the Purchase of such Freehold Lands or Tenements, or in such other Manner as the said *A B.* and *C D.* or the Survivor of them, shall, by such Writing, or any other Writing or Writings to be subscribed and attested as aforesaid, direct, limit, or appoint: Which said other Stocks so to be bought with the said Money, when so invested or placed out upon any such Funds or Securities, and such Lands and Tenements, when purchased, shall be transferred, assigned, conveyed, settled, and assured so and in such Manner, as that the same, with the Dividends, Interest, Rents and Profits thereof, may remain, continue, and be applied and disposed of to, for, or upon the same Trusts, Uses, Intents and Purposes, as the said several Sums or Parcels of *Bank Stock* and *South Sea Stock*, and the Dividends, Interest and Profits thereof, are herein before directed, limited, and appointed to go, be applied, and disposed of; or as near the same as may be, and that in all Respects according to the true Intent and Meaning of these Presents. And it is agreed by and between all the said Parties to these Presents, That the said Trustees, their Executors, &c. shall, or lawfully may, in the first Place, deduct and retain out of the said several Parcels of Stock so intended to be transferred or assigned as aforesaid, or out of such other Stocks, &c. all such Sum and Sums of Money, Costs, Charges, Expences and

and Damages, which they or any of them shall pay, expend, lay out, sustain, or be put unto, for, or by Reason or Means of this present Trust, or any Act, Matter or Thing, which shall or may be done, or happen in, about, or relating to the Execution thereof, or touching or concerning the same. And also, That the said Trustees, their Executors, &c. shall not be chargeable or accountable for more Money than what they, or any of them, shall respectively and actually receive by Virtue of these Presents; Nor shall the one of them be answerable or chargeable for or with the Act, Receipt, or Default of the other of them; but each for himself, and his own Act, Receipt, or Default only. And in case any Loss shall happen of the said several Sums or Parcels of Stock, or the Money arising by Sale thereof, or any Part thereof, or of the Dividends, Interest, or Proceed thereof, without the wilful Neglect or Default of them the said Trustees, their Executors or Administrators, or some of them respectively; Then they the said Trustees, or any of them, their, or any of their Executors, &c. shall not be charged or chargeable with such Loss, or liable to answer or make good the same, or any Part thereof. And in case such Loss happens by or through the wilful Neglect or Default of any of the said Trustees, then he or they only who shall be guilty thereof, shall be answerable for the same. And in case of the Death of any of the said Trustees, during the Lives of the said A B. and C D. or the Life of the Survivor of them, It is agreed by and between all the said Parties to these Presents, That they the said A B. and C D. or the Survivor of them, with the Consent of the surviving Trustees, or either of them, may nominate and appoint some other fit Person to be Trustee in the Premises, in the Room or Place of the Trustee so dying; And that upon such Nomination or Appointment, the surviving Trustees shall assign or convey all and singular the said Trust Estate, in such Manner, as that the surviving Trustees, and such Person so to be nominated and appointed, shall from thenceforth be jointly and equally concerned and interested in the several Trusts herein before expressed, in the same, or the like Manner, as such Survivor or Survivors, and the Party so dying would have been, in case he had not died. And so as often as any Trustee shall happen to die, during the Life of the said A B. and C D. or the Survivor of them, such Nomination and Assignment, or Conveyance as aforesaid, shall or may be made, in Manner as aforesaid.

In Witness, &c.

A Marriage-Settlement of a Wife's Real and Personal Estate, entirely to her own Use.

This Indenture Tripartite, made, &c. Between A B. of &c. of the first Part; C D. of &c. of the second Part; and E F. and G H. of &c. of the third Part, Whereas T D. late of &c. in and by his last Will and Testament, bearing Date, &c. Did (amongst other Legacies and Bequests therein mentioned) give and bequeath unto the said C D. All his Freehold Estate whatsoever, lying and being in &c. and to her Heirs and Assigns for ever: And he also gave and bequeathed to her the said C D. All that his Leasehold Estate in &c. for and during the Term of the Lease or Leases whereby he then held and enjoyed the same: And he did thereby likewise give to the said C D. &c. As in and by the said recited Will proved in the Prerogative Court of *Canterbury*, more at large may appear, By Virtue of which said Will of the said T D. she the said C D. is intitled unto, and seised and possessed of, all and singular the Freehold and Leasehold Estates, and also &c. abovementioned. And whereas a Marriage is intended to be shortly had and solemnized between the said A B. and the said C D. and it is agreed by and between the said A B. and C D. that if the said Marriage shall take Effect, Then notwithstanding the said Marriage, he the said A B. his Executors, Administrators or Assigns, shall not, nor will intermeddle with, or have any Right, Title or Interest, either in Law or Equity, in or to any Part of the Rents, Issues, and Profits of the several Estates given and disposed to her the said C D. in and by the said recited Will, as aforesaid; Nor shall he the said A B. his Executors, &c. intermeddle with, or have any Right, Title or Interest, either in Law or Equity, in or to any of the said Sums of &c. or the Interest thereof; But the same shall be and remain to and for the sole and separate Use and Benefit of the said C D. Now this Indenture witnesseth, That for the making the said Agreement good and effectual in the Law, and for the keeping and preserving the Rents of the several Estates, And the Interest of &c. abovementioned, to and for the separate Use of her the said C D. And so that the same shall not be in the Power or Disposall of the said A B. or liable to the Payment of any of his Debts, or any Incumbrances: He the said A B. doth for himself, his Executors and Administrators, and for every of them, covenant, promise, declare and agree, to and with the said

E F.

E. F. and G. H. and the Survivor of them, and the Executors and Administrators of the Survivor of them, by these Presents, That notwithstanding the said intended Marriage shall take Effect, All the Rehts of the said Freehold and Leasehold Estates abovementioned, as shall from Time to Time become due and payable to her the said C. by Virtue of the recited Will aforesaid; And also the Interest due, or to grow for the said *etc.* And also, *etc.* And the Reversion and Reversions of the said Estates, *etc.* shall be accompted, reckoned, and taken as a separate and distinct Estate of and from the Estate of him the said A. B. And no ways liable or subject to him, or to the Payment of any of his Debts; but shall, with the Profits or Increase that shall hereafter be gotten, gained, or made of the same, Be ordered, disposed, and employed to such Person and Persons, and to and for such Use and Uses, Intents and Purposes, and in such Manner and Form as is hereafter mentioned and declared: (*That is to say,*) That the ready Money arising or accruing out of the said separate and distinct Estate abovementioned, shall from Time to Time be placed out at Interest, on such Securities as she the said C. D. shall think fit; Which Securities, during the Coverture, shall be taken and made in the Names of the said E. F. and G. H. or the Survivor of them, or in the Name or Names of such other Person or Persons as the said C. D. shall order, direct and appoint, In Trust for her the said C. D. And that all the said separate and distinct Estate before declared and allotted for the said C. D. as aforesaid, and the Produce and Increase thereof, shall be had, taken, held, possessed and enjoyed, by such Person and Persons, and for such Use and Uses as the said C. D. shall at any Time or Times hereafter, during her Life, Limit, Give, Devise, Order, Appoint, or Dispose of the same, or any Part or Parts thereof, either by her Last Will and Testament in Writing, or by any other Writing purporting or intending to be her Last Will and Testament, or by any other Writing to be Signed with her Hand, or to which she shall Subscribe her Mark in the Presence of Two or more credible Witnesses, And the said A. B. doth for himself, his Heirs, Executors and Administrators, Covenant, Promise and Agree, to and with the said E. F. and G. H. and the Survivor of them, and the Executors and Administrators of such Survivor, by these Presents, in Manner following, (*viz.*) That if the said intended Marriage shall take Effect, That then he the said A. B. shall and will permit and suffer the said C. D. to Give, Grant, and Dispose of the said separate Estate, as she shall think fit, in her Life-time; And to make such Will or other

Writing as aforesaid, and thereby Give, Order, Devise, Limit, and Appoint her said separate Estate to any Person or Persons, For any Trust, Use, Intent, or Purpose whatsoever, And that he the said *A. B.* shall and will permit and suffer such Will hereafter to be made, to be duly proved by the Executors or Administrators in such Will named or to be named, And *Probat* of such Will to be had and taken as is usual. And that the Person or Persons to whom the said *C. D.* shall Give or Dispose any Part of her said separate Estate by her Will or any other Writing that shall be Signed, Sealed, and Executed by her, in the Presence of Two or more credible Witnesses as aforesaid, Shall and lawfully may peaceably and quietly have, hold, occupy, possess, and enjoy the same, according to the true Intent and Meaning of such Gift, Devise or Appointment, without any Lett, Suit, Trouble, Denial, Hindrance or Interruption, of or by the said *A. B.* his Executors, Administrators or Assigns, or any of them. *And also* That it shall and may be lawful to and for the said *E. F.* and *G. H.* and the Survivor of them, and the Executors and Administrators of the Survivor of them, at any Time from and after the said intended Marriage shall take Effect, to Commence any Action or Suit in Law or Equity, in the Name or Names of the said *A. B.* and *C. D.* his intended Wife, against any Person or Persons, for Recovery of any Sum or Sums of Money due or to grow due to the said *C. D.* on her said separate Estate as aforesaid, And that the said *A. B.* shall not, nor will Release or Discharge any such Action or Suit, Nor Receive, Release, or Discharge any Sum or Sums of Money now due, or hereafter to grow due to the said *C. D.* on account of her said separate Estate as aforesaid, without the Special Licence and Consent of them the said *E. F.* and *G. H.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, in that Behalf first had and obtained in Writing, under their, or some of their Hands and Seals: But that he the said *A. B.* shall and will Avow, Justify, and Maintain all lawful Actions and Suits that shall be so Commenced for Recovery of the Premises, And that he the said *A. B.* shall and will, as often as thereto desired by the said *E. F.* and *G. H.* or the Survivor of them, Join with the said *C.* his now intended Wife, in any Receipt, Release, Discharge, or Assignment necessary to be given on receiving in any of the Monies due or to grow due to the said *C.* as aforesaid; Or in Transferring of *&c.* aforesaid. *And further*, That he the said *A. B.* shall and will from Time to Time, and at all Times from and after the said intended Marriage shall take Effect, upon every rea-

sonable

sonable Request, and at the proper Costs and Charges of the said *E. F.* and *G. H.* or the Survivor of them, or the Executors or Administrators of the Survivor of them. Make, Do, and Execute all and every such further Act and Acts, Thing and Things, for the better Settling, Recovering, and Receiving the Monies, Goods, and Estate of the said *C.* allotted and declared for her separate Use, Benefit, and Disposal as aforesaid, As by the said *E. F.* and *G. H.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, or their or any of their Council Learned in the Law shall be reasonably Devised, advised or Required. And that he the said *A. B.* his Executors or Administrators, shall not nor will at any Time or Times hereafter, Do, Commit or Suffer, or cause to be Done, Committed or Suffered, any Act, Matter, or Thing whatsoever, whereby or wherewith, or by Reason or Means whereof, the said *C.* shall or may be any Ways frustrated or hindered in the having, holding, and enjoying her said Estate for her own separate Use, or in the giving or disposing of the same, according to the true Meaning of these Presents, *Provided* always, and it is Declared, Concluded and Agreed, by and between all the said Parties to these Presents, And it is the true Intent and Meaning hereof, and of the said Parties hereunto, That they the said *E. F.* and *G. H.* and the Survivor of them, and the Executors and Administrators of the Survivor of them, shall and may from Time to Time Reimburse, Satisfy, and Pay themselves out of the said Estate, all such necessary and reasonable Charges as They shall sustain or be put unto, by Reason of their being made Parties to these Presents, or Transacting any Thing pursuant thereto, And that neither of them the said *E. F.* and *G. H.* shall be any ways accountable for the Act of the other, or liable to make Good any more of the said Estate than what shall really and *bona fide* come to his Hands or Custody, *Provided also*, and it is declared, concluded and agreed, *&c.* That the said *A. B.* his Executors and Administrators, shall from Time to Time, and at all Times hereafter, be Indemnified and Saved harmless out of the separate Estate of the said *C.* of and from all manner of Costs, Charges, Damages, or Trouble that he or they shall or may sustain, incur, or be put unto, for or by Reason or Means of his the said *A. B.*'s joining or being made a Party in any Action or Suit for Recovering any Part of the separate Estate of the said *C.* or joining or being made a Party in any Receipt, Release, or Assignment to be made and given upon receiving any Part of the separate Estate of her the said *C. D.* as aforesaid: Or on any other Account whatsoever relating to the said separate Estate. *In Witness, &c.*

wills.

A Will, with Devise of Lands in Fee, and for Term of Years, and of Goods, &c.

In the Name of God, Amen, I A. B. of, &c. being weak in Body, but of sound Mind and Memory, (blessed be God) Do this Day, &c. in the Year, &c. make and publish this my Last Will and Testament, in manner following (that is to say) *Imprimis*, I give to my Son T. B. the Sum of 400 l. *Item*, I give to my Daughter E. B. the Sum of 300 l. *Item*, I give to my dear Wife S. B. the Sum of 200 l. &c. to be paid unto them respectively within six Months next after my Decease. *Item*, I give all that my Messuage or Tenement, with the Appurtenances situate, &c. wherein I now live, to my said Son T. B. To hold to him during his Life, And from and after his Decease I give the same to my Daughter E. B. during the Remainder of my Estate and Interest therein. *Item*, I give and bequeath unto my loving Brother C. B. of, &c. and E. F. of, &c. All that my Leasehold Estate, situate, &c. To hold to them the said C. B. and E. F. their Executors, Administrators and Assigns, from and immediately after my Decease, for and during the rest and residue then to come and unexpired of the Term to me granted therein, Upon this Trust and Confidence, that they the said C. B. and E. F. and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall permit and suffer her my said Wife S. B. To have, hold, and enjoy all my said Leasehold Estate to them given as aforesaid, And to receive and take to her own Use and Behoof, the Rents, Issues, and Profits thereof, from and immediately after my Decease, for and during so much of the Term to me therein granted, as shall run out and expire in the Life-time of her my said Wife, And after her Decease, upon this further Trust and Confidence, that they the said C. B. and E. F. and the Survivor of them, and the Executors and Administrators of such Survivor, Do and shall out of the Rents, Issues and Profits arising out of my said Leasehold Estate, well and truly pay, or cause to be paid unto my said Daughter E. B. or her Assigns for and during so much of the said Term to me therein granted, as shall run and expire in the Life-time of her my said Daughter, the yearly Annuity or Sum of 50 l. at the two most usual Feasts, &c. by even and equal Portions: The first Payment thereof to be made at such of the said Feasts which shall first and next happen after the Decease of my said Wife; And upon this further Trust and Confidence, that they the said C. B. and E. F. and the Survivor of them, &c. do, and shall permit and

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and suffer my said Son T. B. his Executors, Administrators and Assigns, To have, hold, and enjoy all such my said Leasehold Estate (charged with the said Annuity of 50 l. per Ann. to my said Daughter) and to receive and take the Overplus of the Rents, Issues, and Profits thereof to his and their own proper Use and Benefit from and immediately after my said Wife's Decease, for and during all the rest, residue, and remainder of the Term to me therein granted, which shall be then to come and unexpired, *Item*, I give all those my Freehold Lands in the Parish of, *etc.* now in the Possession of, *etc.* to my Wife S. B. To hold to her during her Natural Life, she making no Waste or Destruction thereupon; And from and after her Decease, I give and devise the same to my said Son T. B. for the Term of his Natural Life, And after his Decease I devise the same to my Daughter E. B. during her Natural Life; And after the Determination of that Estate, I give and devise the same to the said C. B. and E. F. and their Heirs during the Life of my said Daughter E. to the Intent to preserve and support the contingent Uses and Remainders herein after limited; But nevertheless in Trust, to permit my said Daughter E. to receive the Rents and Profits thereof during her Life; And from and after the Decease of my said Daughter E. Then to remain to the first Son of my said Daughter E. and the Heirs of the Body of such first Son lawfully issuing; And for Default of such Issue, Then to the Use and Behoof of the second, third, fourth, fifth, and all and every other Son and Sons of my said Daughter E. begotten, The elder of such Son and Sons, and the Heirs of his Body lawfully issuing, to be always prefer'd, and to take before the younger of such Sons and the Heirs of his Body; And for Default of such Issue, then I give the same to, *etc.* for and during the Term of his Natural Life, And after his Decease to remain to his Issue in Tail, in such manner as I have limited the same to my Daughter E. And for Default of such Issue, Then to remain to, *etc.* and the Heirs Males of his Body begotten, *etc.* And for Default of such Issue, to remain to my own right Heirs for ever. *Item*, All the rest of my Lands and Tenements whatsoever, whereof I shall Die seized or possessed, in Possession, Reversion, or Remainder, I give to my said Son T. B. his Heirs and Assigns for ever. *Item*, I give to, *etc.* eight Guineas a piece to buy them Mourning. *Item*, I give to my Servant-Man, *etc.* and the two Servant-Maids that shall be living with me at the Time of my Decease, 10 l. a Piece. *Item*, I give to the Poor of the Parish where I shall Die, the Sum of 50 l. *Item*, I give to my Wife S. B. during her Life, the Use of all my Plate, Household Goods, *etc.* And after her Decease, to remain to, *etc.* *Item*, All the
Rest

The PRACTISING ATTORNEY: Or,

Rest and Residue of my Goods, Chattels, and Personal Estate, I give to my said Wife S B. And I make and ordain her my said Wife sole Executrix of this my Will; And the said C B. and E F. Overseers thereof, to take Care and see the same performed according to my true Intent and Meaning; And for their Pains herein, I give to each of them the Sum of, &c. In Witness whereof, I the said A B. have to this my Last Will and Testament set my Hand and Seal, the Day and Year above-written.

*Signed, Sealed, and Delivered by the said A B.
as and for his Last Will and Testament, in
the Presence of Us who were present at the
Signing and Sealing thereof,*

T D.

F G.

H I.

A Codicil to a Will.

I A B. Of, &c. Do this Day, &c. Make and Publish this my Codicil to my Last Will and Testament, in Manner following (that is to say) I give to my Brother L B. the Sum of 100*l.* to be paid to him within six Months after my Death. I give to, &c. My Wrought Bed in, &c. With all the Furniture of the Room. I give and bequeath to, &c. And whereas in and by my Last Will, I have given to, &c. the Sum of, &c. I do hereby Order and Declare, That my Will is, That only the Sum of, &c. be paid to the said, &c. by my Executors, in stead of the said Legacy of, &c. so given by my said Will as aforesaid. I give to the eight Persons that shall be my Bearers at my Funeral, To each of them Rings of 20*s.* a Piece Value, with Gloves, Scarfs, and Hatbands; And I do appoint the Sum of, &c. and no more, to be Expended on my Funeral, which I desire may be private and after Night. And Lastly, It is my Desire, That this present Codicil be annexed to, and made a Part of my Last Will and Testament to all Intents and Purposes. In Witness whereof I have hereunto put my Hand and Seal, &c.

*Signed, Sealed, and Published by the
said A B. as a Codicil to be annexed
to his Will, in the Presence of*

T D.

F G.

H I.

THE

THE
PRACTISING ATTORNEY:
OR,
LAWYER'S OFFICE.

PART IV.

*The PROCEEDINGS of Attorneys in
COURT-KEEPING, with the Forms
of Grants, Surrenders, Admittances,
Presentments, &c.*

THE last Branch of an Attorney's Practice, is, That of *Court-Keeping*, Of *Courts Leet* and *Courts Baron*, where in most Attorneys of any Reputation are more or less concerned, it being likewise a Business of Profit: As this Business is necessary to be treated of in a Work of this Nature, I shall go through the same as concisely as may be with due Variety; and Introductory set forth the *Laws* and *Customs* of the *Court Leet*, and *Court-Baron*, and of Copyhold Estates.

Of Courts Leet, and Courts Baron.

The *Court Leet* is an ancient Court of Record, ordained *Court Leet* for Punishing small Offences committed against the Crown: *Defined*. It enquires of all Crimes under High Treason, tho' it cannot Punish many, but must certify them to the Justices of Assize, by the Stat. 1. Ed. III. And this Court is called the View of Frank Pledge, because the King is there to be certified by the View

View of the Steward, how many People are within every Leet, and also have an Account of their good Manners and Government; and every Person of the Age of 12 Years, which hath remained there for a Year and a Day, may be sworn to be faithful to the King, and the People are to be kept in Peace and Obedience.

*Suit of
Courts,
Offences
Punish-
ble.*

Every Person from the Age of 12 to 60 Years, that dwells within the Leet, is obliged to do Suit in this Court, unless he be under the Sheriffs Torn: And not only Tenants, but all that are resident within the Leet, if they offend, are punishable in this Court. The particular Articles to be enquired into in the Leet, by Statute; are, If all that owe Suit of Court are present; Of Customs and Services withdrawn; Purprestures in Lands, Woods, &c. Of Houses set up, or beat down, and other Annoyances; of Bounds taken away; Ways, Waters, turn'd or stop'd; Of Thieves, Hues and Cries not pursu'd, Bloodshed, Escapes, Persons Outlawed, Money-Coiners, Treasure found, Assize of Bread and Ale, false Weights and Measures, unlawful Games, Offences relating to the Game, of Victuallers and Labourers, unlawful Fishing, idle Persons, &c. Stat. 18 Ed. II. 14 & 15. H. VIII. 2 & 3. Ed. VI. &c.

*Court Leet,
when held,
&c.*

This Court is now commonly claimed by Prescription; and it is to be kept twice in every Year, one Time within a Month after Easter, and the other Time within a Month after Michaelmas, at a certain Place within the Precinct. These are the usual times of holding the Court Leet; But if it hath been a Custom to keep this Court at any other Time in the Year, it is good if due Warning be given.

Of the Court Leet, the Lord or his Steward is Judge: But as to Courts Baron, in some Courts, the Freeholders or Free Suitors, are Judges.

*Court Ba-
ron, and
its Power.*

A Court Baron is incident to and inseparable from a Manor: And is called the Freeholders Court, when the Actions and Proceedings are for Trial of Debts, Trespasses, &c. under 40 s. which is something like a County Court, and the Proceedings much the same. When it is for Trial of Titles to Copyhold Lands, for taking and passing Estates, Surrenders, Admittances, &c. it is called the Copyholders Court: And herein the Homagers ought to enquire that their Lords do not lose their Services, Customs or Duties, but that the Tenants make their Suits in this Court, in Obedience to their Lords, and present all common and private Nuisances which may prejudice the Lord's Manor.

*Sorts of
Courts
Baron.*

A Manor cannot be without a Court Baron, and this Court cannot subsist without Two Freeholders or Copyholders, as a Court Leet may; but it may consist of less than 12 Jurymen,

men, which the Court Leet cannot. And there are two Sorts of Courts Baron, one at Common Law, and is of Freeholders, who are Judges; And the other a Customary Court, consisting of Customary Tenants; (for without them it cannot be) and this Court may be holden without Free Suitors, or other Tenants, except Copyholders, and of it the Lord or his Steward is Judge. 1. Inst. 58.

The Court Baron must be holden within the Manor; And *When this* may be held once in three Weeks, or as often as the Lord or Steward shall think fit: But this is understood of Courts Baron for Trying of Actions; for the other Courts of this Nature, are usually held but twice a Year, at the same time with the Court Leet; unless it be on purpose to grant an Estate, and then they are holden as often as is requisite. If no Court hath been held within a Manor time out of Mind, yet it is not thereby extinct and lost.

Every publick Trespass and Offence, must be punished in this Court by Amerciament, on Presenting the same.

Of Presentments, Fines and Amerciaments, in these Courts.

A Presentment is a Denunciation of the Jurors, of an Offence inquirable in the Court, in order to its Punishment: Or it relates to the Estates of Copyhold Tenants, in Cases of Surrenders. Amerciament is a pecuniary Punishment for any Offence committed by the Tenant, impos'd by the Steward, on the Presentment of the Homage; As for the Breach of any By-Law, for Default of Suit of Court, and other Misdemeanors.

Amerciament differs from a Fine, in that it is incident unto both Court Leet and Court Baron; and Fines are incident to Courts Leet only: Amerciaments are belonging unto all Manors; but Fines to some few Manors only. All Amerciaments and Fines are to be imposed with Discretion and Moderation, according to the Nature of the Offence committed; And Amerciaments are affected by the Homage; but Fines imposed by the Steward are absolute.

Offences committed in the Court, or elsewhere, of which the Steward can take sufficient Notice, without the Assistance of the Homage, are Punishable by the Steward, and not by the Jurors; and these Punishments thus inflicted are termed *Fines*: But where Offences are committed out of Court, or in any Place and the Steward can by no Possibility have Cognizance of them, without the Presentment of the Homage, the

the Power of Punishing in such Cases appertaineth to the Jurors of the Leet, and not unto the Steward; and these Punishments are called *Amerciaments*.

These

*Courts not
Imprison.*

The Court Leet hath Power to Fine, but not to Imprison: Some Courts may neither Fine nor Imprison, but Amerce, as Courts Baron, County Courts, &c. they not being Courts of Record; And for Amerciaments in the Court Baron, the Lord shall not Distrain, without Prescription: But for Fines and all other Amerciaments in the Leet, Distress is incident of common Right. *Dy. 312.*

A Writ of Error lieth upon a Judgment given in a Court Leet, but not in a Court Baron: So in a Court Leet a *Capias* lieth; but in a Court Baron, instead of a *Capias*, is used an Attachment by Goods.

Of the Power of the Lord and Steward.

*Authority
of the Lord,
as Chan-
cellor, &c.*

The Authority of the Lord consists chiefly in Punishing Offences, and Misdemeanours, committed within his Precincts. He may decide Controversies arising about the Title of Copyhold Land, lying within his Bounds; and when he sits in Court as Judge, he is not tied to the strict Form of Common Law, for he is Chancellor in his Court, and may redress Matters in Conscience upon Bill exhibited: If a false Judgment be given in a Court Baron by the Steward, the Copyholder may sue in the Court of the Lord by Bill, to be relieved against such Judgment; and the Lord, as Chancellor, may give Relief therein.

In the Court Baron an Action lieth for the Lord himself, because the Suitors are Judges; but in a Court Leet, the Lord cannot maintain any Action for himself, because his Steward is the Judge.

*In Admit-
tances, Sur-
renders,
&c.*

A Lord of a Manor may make Admittances upon voluntary Grants, Admittances upon Surrenders, and upon Descents, in any Place out of the Manor; and may give Licence to Copyholders to Alien by Deed: But the Steward cannot do any of these Acts, but by express Words in his Warrant, or by Special Authority given him by the Lord, or by some particular Custom Warranting the same. The Lord may retain a Steward by Word, and be good; but to perfect him in his Office, especially to make voluntary Admittances, it is necessary he have a Warrant. *Col. Lit. 61.*

*Authority
of the
Steward.*

The Steward, in the Lord's Absence, sitteth as Judge in Court, to punish Offences, determine Controversies, and redress Injuries: And a Steward, having Authority in his Patent by express Words, or with the Lord's Consent, may appoint a Deputy; and the Deputy Steward will have equal Power

Power with the Head Steward, and the Head Steward hath as much Power as the Lord, except in Admittances out of Court. A Steward of a Manor may take Surrenders in any Place; but a Steward of a Court cannot.

If a Grant of a Stewardship be made to One, and for some Fault or Defect in the Grant it is avoidable; yet Courts kept by him before the Avoidance shall stand in Force; and whatsoever he did as Steward, is ever unavoidable. If a Corporation retain a Steward by Parol, and he keepeth a Court, punisheth Offences, taketh Surrenders, and makes Admittances, these Acts being Judicial, shall ever stand, tho' his Authority be grounded on a wrong Foundation; for a Corporation cannot Institute any such Officer without Writing.

Things of Necessity done by one who is but in a reputed Authority, are good if they come in by Presentment of the Jury; as the Admittance of an Heir upon a Presentment, or Admittance on a Surrender to an Use, &c. But Acts voluntary, as Grants of Copyholds, are not good: If a Lord command a Steward that he shall not Grant such Land by Copy, if he Grants it, it is void. And if the Steward diminish the ancient Rents and Services, the Grant is void. *Cro. El. 699.*

A Steward may Fine a Person for Contempt in the Leet; *Fines.* but he cannot commit any Person: Neither can he take Recognizance to bind a Man to the Good Behaviour; but he may take a Recognizance for the Peace.

Of Copyholders, and Copyhold Estates.

A Copyholder is a Tenant which holds Lands by Copy of Court Roll, according to the Custom of the Manor: His Title or Estate is entered in the Roll, and the Steward delivereth him a Copy thereof, from whence he is called a Copyholder. And he is the only Tenant in Law that enjoys Lands by the Copy of any Deed or Record.

A Copyhold Tenant had originally, in Judgment of Law, *Hab* but an Estate at Will; yet Custom so established his Estate, *Estate at* that by the Custom of the Manor it was Descendible, and *Will, &c.* his Heirs inherited it: The Estate of the Copyholder is not merely *ad voluntatem Domini*, but *ad voluntatem Domini secundum Consuetudinem Manerii*: So that the Custom of the Manor is the Life of Copyhold Estates; for without a Custom, or if Copyholders break their Custom, they are subject to the Will of the Lord: And as a Copyhold is created by Custom, so it is guided by Custom. *4 Rep. 21.*

Tenant

Inheritance by Custom of Manors.

Tenant by Copy of Court Roll hath an Inheritance by the Custom; and when the Custom hath created Estates of Inheritance, and that the Land shall be Descendible, then the Law shall direct the Descent, according to the Maxims and Rules of the Common Law: But such Copyhold Inheritance shall not be Assets to Charge the Heir; nor shall the Wife be Endowed, nor the Husband be Tenant by the Curtesy, without Special Custom. Where there is no Custom to guide Copyhold Estates, they shall be directed by the Rules of the Common Law.

Tenants in by Custom.

A Copyholder doth not derive his Estate out of the Estate or Interest of the Lord only; for then the Copyhold Estate would cease when the Estate of the Lord determined; but the Copyholder is in by Custom, and yet it is looked upon but as a base Estate, and not so worthy as Freehold. 4 Rep. 23.

Estates Tail, Fines and Recoveries.

An Estate Tail cannot be of Copyhold Lands, unless it be where it hath been used Time out of Mind: But there may be an Estate Tail by Custom, with the Co-operation of the Seat. W. 2. A Copyhold may be barred by a Recovery, by Special Custom; and a Surrender may Bar the Issue by Special Custom: But a Feoffment will not Destroy a Copyhold Estate Entailed; neither will a Fine or Recovery at Common Law, for Common Law Assurances do not work upon the Assurance of the Copyhold. And yet a Fine may work to the Destruction of an Estate, where it is not preserved by Special Custom: And Copyhold Lands are within the Statute 4 H. 7. of Fines, with Proclamations, and five Years Non-Claim, and shall be Barred. 1. Roll. Abr. 506.

How Copyholds entail.

As there may be an Estate Tail by Custom; so a Copyhold Tenant may have a Formedon in Descender in the Lords Court. Copyholders may entail Copyhold Lands, and bar the Entails, and Remainders, by committing a Forfeiture, as making a Lease without License, &c. And then the Lord is to make three Proclamations, and seize the Copyhold, after which the Lands are granted to the Copyholder and his Heirs, &c. where the Custom of the Manor is so, and it will be good. A Purchaser upon a Surrender made to him, may do the same: And these ways of barring entailed Copyholds, are in Nature of a Recovery to dock the Entail.

Copyholds extinguished.

If a Lord Leases a Copyhold Estate for any certain time, the Copyhold Estate is extinguished, and cannot be afterwards regranted by Copy; but if such Lease be made by Tenant for Life, then is the Copyholder during his Life only in Suspence, and his Estate is revived on the Descent to the next Heir. If a Copyholder accept a Lease for Years of the Lord, of the same Land he holds by Copy, the Copyhold is extinguished: But by a Lease of the Manor, the Copyhold is only suspended,

ed, and revives again on the Determination of the Lease.

21. *Stat. 35. 4. CA 31.*

When an Act of Parliament altereth the Service, Customs Tenure and Interest of Land, in Prejudice of the Lord or Tenant, there the general Words of such an Act shall not extend to Copyholds. If a Copyholder binds himself in a Statute, his Copyhold Lands shall not be extended upon the Statute: And if a Judgment be had against a Copyholder, for Debt and Damages, Execution may not be had of a Moiety of his Copyhold Lands by *Elysis*: But Copyholds are within all the Statutes of *Bankrupt*; and may be sold by Commissioners as other Lands. Action of Debt doth not lie for Arrears of Copyhold Rents; only Rents of Free Land.

The Court of Chancery gives Relief to the Copyholder in many Cases; as it will compel the Lord to admit, give Remedy in Case of Forfeiture, unreasonable Customs, &c.

Of Grants, of Copyhold Estates.

A Manor may be granted by Copy, and generally all Lands and Tenements within the Manor, and whatsoever concerneth Lands and Tenements, may be granted by Copy: A Mill, a Fair Appendant to a Manor, Underwoods without the Soil, and the Herbage of Land, may be granted by Copy; but the Waste may not be granted by Copy.

Lords of Manors have large Power in the making of Grants; for in a voluntary Grant made by the Lord himself, it is said the Law neither respecteth the Quality of his Person, nor the Quantity of his Estate: If he be an Infant, or Non Compos, an Idiot, Outlawed, or Excommunicate Person, notwithstanding these are Disabilities at the Common Law, yet he is capable of making a voluntary Grant by Copy, if his Title to the Estate be good and lawful. And it is not material whether the Lord's Estate be Fee Simple, Fee Tail, or as Tenant by the Curtesy, for Life, or Years, as Guardian, by Statute, &c. the least of these Estates is sufficient to the Lord to grant a Copyhold Escheated.

The Grants of Copyholds by Infants, Persons Non Compos Mentis, Lunaticks, Outlawed Persons, &c. are made good by Custom; by reason the Custom of the Manor is the main Foundation on which is built the Copyhold Estate: The same Persons that are capable of a Grant by the Common Law, are capable of a grant by Copy according to the Custom of the Manor; and an Infant, a Man Non Sana Memoria, An Idiot, Outlaw, &c. may be a Grantee of a Copyhold Estate, as well

as a Grantor. Tho' it is very rare that you find such Persons either Grantors or Grantees: And it might be unsafe to accept of a Grant from a Lord *Non Compos*, &c. if the same were disputed in Equity. *Co. Lis. 58, etc.*

Grants according to Custom.

All Grants must be according to the Custom of the Manor, and Rents and Services customary must be reserved; for what Acts of the Lord in granting Copyholds are not confirmed by Custom, but only strengthened by the Power and Interest of the Lord, have no longer Duration than the Lords Estate continueth. A Grant upon an usurped or unlawful Title, shall never bind the right Owner, but that by Action or Entry he may avoid it: The Law, in these Cases, will not support a Custom which tends to the Disinheriting of the Owner.

Copyholds conveyed.

A Copyholder may not convey his Copyhold to a Stranger without Surrender and Admittance; but he may grant his Estate out of Court to the Lord of the Manor by Bargain and Sale, or Release; for the Custom in this particular, is not between the Lord and Tenant, but between Tenant and Tenant. *1 Keb. 308.*

Tho' a Man may not grant any Thing to his Wife, they being both one Person in Law; yet a Feme Covert may receive a Copyhold Estate by Surrender from her Husband, because she comes not immediately by him, but by the Admittance of the Lord according to the Surrender.

Of Admittances in Court.

Sorts of

There are three Sorts of Admittances, *viz.* upon voluntary Grants, Surrenders, and Descents: As in Admittances upon Surrenders, so in Admittances upon Descents, the Lord is used as a meer Instrument, and no manner of Interest passeth out of him; and therefore neither in the one nor the other, is any respect had unto his Estate in the Manor; for whether he hath it by right or by wrong, it is not material: These Admittances shall not be called in Question for the Lord's Title, because they are judicial Acts, which every Lord is enjoined to Execute. *4 Co. 27.*

Lord Custom's In-

Admittances void.

In voluntary Admittances, if the Lord admits any one contrary to Custom, either in Reservation of the Rent or in any other particular, this shall not bind his Heir or Successor, because Custom hath not sufficiently confirmed it: If a Man surrender with reservation of Rent, and the Lord admits, not reserving any Rent, or reserving a less Rent than reserved in the Surrender, this Admittance is wholly void. So if I surrender upon Condition, and the Lord omits the Condition, the Admittance

is void, for the Admittance must in all respects agree with the Surrender. Admittance by the Lord to a wrong Person is void, and in such case the Lord must make a second Admittance to the right Person, who will enjoy the Estate.

Upon a Surrender, a Man may not enter upon Lands before *What may* Admittance. But the Heir by Descent, where there is no *be done by* Surrender, is to most intents a perfect Tenant of the Land *imfore* Admittance immediately upon his Ancestor's Death; for he may enter into *missance* the Land before Admittance, take the Profits, punish any Trespassers done upon the Ground, Surrender to whose Use he pleaseth: And yet the Lord may nevertheless seize the Estate, if the Heir do not come in to be admitted, on Proclamation made in Court: For the Custom of every Manor is compulsory in point of Admittance, and either upon pain of Forfeiture of their Copyhold, or of incurring some great Penalty, the Heirs of Copyholders are obliged to come into Court, and be admitted according to the Custom, within a short Time after Notice given of the Death of their Ancestors. 4 Co. 21.

If a Copyholder surrender to the Use of another Person, *Admittance* and after the Lord having knowledge of it, accepts the Rent *as in Law*, of such other, out of Court, this is an Admittance in Law: *Fines, on* And any Act implying the Consent of the Lord to the Surrender, shall be adjudged a good Admittance. If the Steward accept a Fine of a Copyholder, it amounts to an Admittance. And the Admittance of Tenant for Life, &c. shall be an Admission of all in Remainder; and there is no Inconvenience in it, for Fines are to be paid by the Persons in Remainder: If the Fines be certain, the Tenants are to bring them with them to the Court, and pay them before Admittance; and if they are not ready to pay them, it is a Forfeiture; but if the Fine be uncertain, or excessive, it is otherwise.

The Lord may refuse to admit any one by Attorney, because the Tenant ought to do Fealty, which he cannot do by *Admittance* Attorney: But if the Lord will admit a Tenant by Attorney, *sance by* it is good; and Surrenders are oftentimes made by Attorney, *Attorney.* in case of Sicknes, &c.

Of Surrenders of Copyhold Lands.

Copyhold Lands cannot be transferred from one Tenant *Copyholds* to another by any other Assurance than by Surrender: *how trans-* The Intent of these Surrenders is that the Lord may not be *ferred.* Stranger to his Tenant; and the Lord must know the Alteration of the Estate, being made to himself.

By Surrender. If a Copyholder will exchange his Copyhold with another, he cannot do it by an ordinary Exchange, but the Parties must surrender to each others Use, and be admitted accordingly. If a Copyhold Tenant will Devise his Copyhold Estate, he may not do it by Will at the Common Law, but he must surrender to the Use of his last Will and Testament, and in his Will declare his intention touching the Disposition thereof. *1 Balst. 200.*

Difference between Heirs and Surrendres. A Stranger may not surrender before Admittance, but an Heir to whom a Copyhold descends may surrender before Admittance, because he is in by Course of Law; for the Custom which declares him Heir to the Estate, casts the Possession upon him from his Ancestors: But a Stranger to whom a Copyhold is surrendered, hath no Estate before Admittance, 'Till Admittance a Grantor of a Copyhold shall be taken as Tenant, and receive the Profits of the Lands, &c. But the Interest is not in him absolutely, for he cannot pass away the Estate, or make it subject to any other Incumbrance than it was subject to at the time of the Surrender: Neither has the Grantee any Interest vested in him 'till he is admitted, and yet the Grantee cannot be defrauded of the Effect of this Surrender; for if the Lord refuse him Admittance, he is compellable in Chancery, and the Grantor is for ever debarred from disposing of the Land to any other Person.

Surrenders out of Court. By the general Custom, every Copyholder may surrender in Court, and need not alledge any Custom for it; And if out of Court, he surrender to the Lord himself, he need not alledge any Custom in pleading: But where he surrenders out of Court into the Hands of the Lord, by the Hands of two or three Copyholders, or the Bailiff, &c. These Customs being particular, must be pleaded. And if a Surrender be out of Court there must be Presentment; for in such Case it is not an effectual Surrender, nor is any thing divested out of him that surrenders, 'till presented in Court. *Co. Lit. 59. 1 Roll Abr. 500.*

Presentment of such Surrenders at next Court. Surrenders out of Court, which may be taken by the Steward according to the Custom in the presence of two Customary Tenants, are to be Presented at the next Court after the Surrender taken; and this is to be done by the same Persons as took the Surrender, in all Points material according to the Surrender: And therefore if the Surrender be Conditional, and the Presentment be absolute, both the Surrender and Presentment and Admittance thereupon are void: But if the Steward omit any Part of the Surrender in the Entry on the Roll, the Roll may be amended. If a Man surrender out of Court, and die before Presentment, Presentment after his

his

his Death, will be sufficient: And if he to whose Use the Surrender is made, dies before Presentment, upon Presentment after his Death, according to the Custom, his Heir shall be admitted. Upon Proof in Court, that such a Surrender was made, the Lord shall admit accordingly: And the Steward, or Tenants refusing to present, may be obliged upon Petition, or Bill to the Lord, or in Chancery.

A Copyholder surrenders to the Use of a Man in Trust, *Surrenders on Trust.* that he shall hold the Land until a certain Sum of Money is paid, and afterwards he shall surrender to the Use of another Person: If the Surrenderee after the Money is levied, refuses to surrender to the other Person, according to the Trust; a Bill may be exhibited to the Lord to compel him to surrender, and the Lord hath Power to seize and admit the second Person to the Copyhold, as he is Chancellor of his own Court. *1 Leon. 2.*

A Copyhold Tenant cannot surrender an Estate to another, *Surrenders and leave a particular Estate in himself.* If a Copyholder of executed, Inheritance takes a Lease for Years, this is a Surrender in Law of his Copyhold.

Of Heriots, Reliefs, and Services, &c.

A Heriot is a Duty to the Lord, rendered at the Death of Heriot, a Tenant, or on a Surrender, and Alienation of an Estate; *What.* and is according to Custom, the best Beast or Goods found in the Possession of the Tenant deceased. And of Heriots there are two Sorts; Heriot Service, and Heriot Custom. Heriot Service, is a Heriot which is never due without special Reservation; and Heriot Custom, is that Heriot which is never due upon Reservation, but is usually challenged upon some particular Custom. *For what Estates due,* The first Sort of Heriot is seldom reserved upon any less Estate than an Estate of Inheritance; but the latter, is usually paid upon Estates for Life, or Years, as well as of Inheritance. The Lord may seize for Heriot Custom. *Floude, 96.*

A Relief is a certain Sum of Money, which every Freeholder Reliefs. payeth unto his Lord, being of full Age, on the Death of his Ancestor. It is the Key to give the Heir a free Passage to Payable by the Possession of his Inheritance. And there is also Relief Freehold Service, and Relief Custom. Relief Service, is that which is paid *ders.* upon the Death of any Freeholder, and Relief Custom is what is paid upon the Death, Change, or Alienation of any Freehold, according to the Custom of the Place. And in many Places it is a Year's Profit of the Lands.

For Reliefs, Heriots, &c. the Lord may either Distrain; or bring an Action of Debt, at his Election.

*Services.**Homage
and Fealty.**Annual
Services.*

Service, signifieth any Duty whatsoever accruing unto the Lord: And there are several Sorts of Services. Services of Submission, are Homage and Fealty, which are certain Ceremonies used amongst Tenants, whereby they submit themselves to their Lords, and promise to become the Lord's Men, for Life, for Member, and terrene Honour, and to owe unto him Faith, for the Lands which they hold of him: These Ceremonies are used at the first Entrance or Admittance of any Tenant, to enforce him to acknowledge himself Tenant to his immediate Lord. But none can do Homage but Tenants in Fee Simple, or Fee Tail; but Copyholders, Tenants for Life, or Years, are capable of doing Fealty. And none but the Lord himself is capable of receiving Homage; tho' the Lord's Steward or his Bailiff may receive Fealty, of the Tenants. In doing Fealty, the Tenant only sweareth to become the Lord's faithful Tenant.

The other Services besides Homage and Fealty, are Services of Profit, and Annual and Accidental Services, as well as Corporal Services: And the Lord may distrain the Tenants Cattle or Goods to compel them to perform these Services.

Of Customs of Copyhold Estates.

Custom defined.

Custom is a reasonable Act, repeated and continued Time out of Mind. When a reasonable Act once done, is found to be good and beneficial to the People, then do they use it often, and by frequent Multiplication of the Act it becomes a Custom; which being continued without Interruption Time out of Mind, it obtaineth the Force of a Law, to bind such particular Places, Persons, and Things which are concerned therein.

*Requisites
to a good
Custom.*

Thus a Custom taketh beginning, and grows to Perfection; and a good Custom must be grounded on Antiquity, Continuance, Certainty, and Reason. *Antiquity*, for that it has been Time out of Memory, or threescore Years, as limited by Statute; and Time out of Mind, is where no Man then living hath heard or known any Proof to the contrary. *Continuance*, it ought to have Continuance, without any Interruption, Time out of Memory; for if it be discontinued within Time of Memory, the Custom is gone. *Certainty*, a Custom must be Certain, because an uncertain Thing may not be continued Time out of Mind; and Custom must be *Reasonable*, and not against common Right, or the Laws of the Land.

*Customs
construed
for Publick
Good.*

All Customs shall in Construction be taken strictly, and not extend beyond the Words of them; and a Custom never extendeth

tendeth to a Thing newly created; but what may be claimed by Prescription, may be good by Custom. A Custom contrary to the publick Good, or injurious to a Multitude and beneficial only to some particular Persons, such Custom is repugnant to the Law of Reason, and consequently void. Inhabitants of a Vill, without Custom, may make By Laws for Repairing of Highways, or any Thing for the publick Good, and the greater Part shall bind the rest; but if it be for their own private Profit, for the well ordering of their common of Pasture, or such like Thing, there without Custom, they cannot make such By-Laws. 2. Saund. 126. 5. Rep. 63.

An unreasonable Custom, as for a Lord to exact exorbitant Customs Fines; for a Copyholder for Life to cut down, and sell Timber Trees, &c. is void. But a Custom that a Copyholder in Fee may sell Timber, is a good Custom. And yet where Custom is for Copyholders of Inheritance to cut Timber for Repairs; neither the Copyholder nor his Lessee can employ Trees felled with the Wind to any such Use, in regard that thereby his special Property ceaseth. If a Copyholder for Life cuts down Timber Trees, the Lord may take them, and the Estate is forfeited; But if under Lessee for Years of a Copyholder cut down Timber, this shall not be a Forfeiture of the Copyhold Estate; but the Lord is put to his Action of the Case against the Lessee. 1. B. Ilst. 150. 1. Keb. 690. Style. 233.

Custom of a Manor is, That every Copyholder at his Death shall pay to the Lord his best Beast for a Heriot: A *Ferne S. de to Heriots.* within the Manor, Tenant for Life, takes a Husband, and dies; it has been adjudged in this Case, that altho' the Custom was good, yet no Heriot shall be paid, because the Wife had not any Goods by Cattle to pay the same: For her Goods by the Marriage were the Husbands, and he was no Copyhold Tenant within the Custom.

If the Lord of a Manor lets a Copyhold Estate at Will, without Copy for divers Years, this is not any Interruption of the customary Nature of the Land, but that the Lord may grant it again by Copy. Custom of a Manor is, That those who claim Copyholds by Descent, ought to come at the first second or third Proclamation in Court, and be admitted, or their Estates to be forfeited; If the Heir be beyond the Seas, at the Time of the Proclamations, it will not affect such Heir.

If Copyholder for Life surrender to another in Fee, this is no Forfeiture; for it passeth by Surrender to the Lord, and not by Livery: And Copyholds shall not have such Qualities as Estates at the Common Law, without special Custom.

*Estates let,
Deaths of
Tenants.*

Of Escheats and Forfeitures of Copyhold.

*Escheat
what*

Escheat is where Lands fall into the Hands of the Lord for want of an Heir to Inherit them. But before the Lord can enter upon an Estate *Escheated*, the Homage ought to present it, and Proclamation should be made to give publick Notice, that if any Man come in and make a just Claim, he shall be received; and the Homage finding it clear, intitle the Lord to the Lands *Escheated*.

*Escheat of
Felon's E-
states.*

There is also another sort of *Escheat*, which is where any Freeholder committeth Felony, and is Attainted, the King shall have Year, Day, and Waste, and then it cometh to the Lord by *Escheat*. But where a Tenant is Attainted of High Treason, the King shall have the *Escheat* of whomsoever he held the Lands.

Copyhold.

Copyhold Land, after *Escheating*, cannot properly be called *Copyhold*, except it be because there is a Power in the Lord to grant it as *Copyhold*.

Forfeiture.

Forfeiture signifieth the Transgression of any Penal Law or Custom, whereby a Tenant loseth his Lands or Goods. If a *Copyholder* refuses to do Suit of Court, being sufficiently warned, this is said to be a *Forfeiture*; unless he be prevented by Sickness, Innundations of Water, &c. or be so far in Debt, that he is in Danger of being Arrested: And general Warning within the Parish (tho' the Tenant be not Resident on his *Copyhold*) is sufficient.

*For not do-
ing Suit
and Service
Paying
Rent, &c.*

If a *Copyholder* do not perform the Services due to his Lord; or if he sue a Replevin against the Lord, upon the Lord's lawful Distress for his Rent or Services, these are *Forfeitures*. If the Lord demandeth his Rent, and the *Copyholder* being present denies to pay it, this is a *Forfeiture*; but if the Tenant be not upon the Ground when demanded, nor none by his Appointment, the Lord must continue to make his Demand upon the Ground, so that by a continual Denial in Law it may amount to a Denial in Fact, to make a *Forfeiture*.

*Fines and
Proclama-
tion of
Heirs.*

If the Lord upon Admittance of a *Copyholder* (the Fine by the Custom of the Manor being certain) demandeth his Fine, and the *Copyholder* denieth to pay it upon Demand; this is a *Forfeiture*. Upon the Descent of any *Copyhold* of Inheritance, the Heir by the general Custom is tied upon three solemn Proclamations, made at three several Courts, to come in and be Admitted to his *Copyhold*; if he faileth to come in, this Failure worketh a *Forfeiture*. But if an *Infant* come not

to be admitted in Court, at three Proclamations; or if he will suffer his Houses to run to Ruin, thro' Negligence only, these are said to be no Forfeitures: Tho' if he denies to pay the Lord his Rent, or committeth voluntary Waste, these Acts proceeding from Malice and Contempt are Forfeitures. And so if he committeth Felony, or Treason.

An *Idiot, Lunatick, &c.* tho' able to take a Copyhold, yet are they unable to forfeit them: And in other Cases, Forfeitures may be mitigated by Custom; as for Waste, a Copyholder to be Amerced, and not incur a Forfeiture.

The general Custom allows a Copyholder to make a Lease *Leases of* for one Year of his Copyhold Estate, and no more; and he *Copyholds,* cannot make a Lease for another Year in Reversion, or any other which may continue for more than one Year immediately, and not to commence at a Day to come, without being a Forfeiture. But if a Copyholder make a Lease for one Year, and covenant with the Lessee that after the End of that Year, he shall have the same for another Year, and so *de Anno in Annus* during the Space of seven Years, by this means the Forfeiture will be saved, because there is no lawful Lease but for one Year only, *Cro. Jac. 308. 1. Bulstro. 187. 190.* If a Copyholder let for Years, by Licence of the Lord; and after the Lessee makes a Feoffment, this shall forfeit his Estate, but not the Estate of the Copyholder. Livery *Feoffments,* upon any Conveyance of a Copyhold Estate amounts to a Forfeiture. *1 Roll. Abr. 509.*

If a Copyholder for Life cuts down Timber Trees, it is a *Cutting* Forfeiture of his Copyhold. But a Copyholder may take *Timber,* House-boot, Hedge-boot, and Plough-boot upon his Copy-*&c.* hold Lands of common Right, as a Thing incident to the Grant; if he be not restrained by Custom, that the Copyholder shall not take it but by Assignment of the Lord or his Bailiff. And if the Lord where the Tenant hath such Boots, cuts down all the Wood standing upon the Lands, to prevent the Copyholder of his Boots, he may have an Action of Trespass against the Lord. A Copyhold is granted to two for Life successively, where the Custom is they may not cut Trees; if the first Tenant cuts, it is a Forfeiture to him in Remainder, as well as of his own Estate.

If a Copyholder committeth Waste, voluntary or permissive, this is a Forfeiture: Voluntary, as if he plucketh down any ancient built House, or if he buildeth any new House and then pulleth it down again; or if he plough up Meadow, whereby the Ground is made worse; or lopp the Trees, or if he selleth the Loppings; or if he cut down Fruit-Trees for Fuel, *&c.* these are Forfeitures.

Permissive

Permissive Waste, as if a Copyholder suffereth the Roof of his House to let in the Rain, or the House it self to fall down for want of Reparation; or if he suffer his Meadow for want of mending his Banks to be surrounded with Water, so that it becomes Marshy; or his arable Ground to be so surrounded that it becomes unprofitable: These and the like permissive Wastes are Forfeitures. If a Husband commit Waste in Copyhold Lands, which he hath in Right of his Wife, this is a Forfeiture of the Wife's Copyhold.

Grants of Forfeitures.

Upon a Forfeiture of a Copyhold, the Lord may grant it before Seizure; because this is a Determination of the Will, and is immediately in the Lord as in his Reversion: But Forfeitures proceeding from Treasons, Felonies, Alienation by Deed, &c. a Presentment of it in Court must be made, because by common Presumption the Lord cannot have Knowledge of this without notice be given him.

The METHODS of COURT-KEEPING, and Business therein.

IN the Keping of Courts, it is requisite that the *Steward* be first empower'd, by proper Warrant, to hold them; and the *Bailiff*, by Precept, to summon the Courts: The Steward has his Authority from the Lord, and the Bailiff from the Steward; and both are made in the following Form.

A Warrant from a Lord of a Manor, to a Steward to keep Court.

Know all Men by these Presents, That I the Right Honourable T. Lord A. &c. Have Made Constituted and Appointed, And by the Presents, Do Make Constitute and Appoint, A B of &c. Gent. my Steward of All those my Manors and Lordships of &c. in the County of &c. Giving and by these Presents Granting unto the said A B full Power and Authority to keep and hold all my Courts-Leet Courts-Baron and other Courts within the Limits aforesaid, And to do and execute all Things belonging to the Office of a Steward, And receive and enjoy all Perquisites Profits and Advantages thereof and thereto belonging, during my Will and Pleasure.

In Witness, &c.

A Steward's Precept to the Bailiff to warn the Court.

This is to require you to Summon and give Notice to all the Tenants of the Manor of *&c.* And all other Persons that do owe Suit and Service to the Courts of the said Manor, personally to be and appear at the Court-Leet and Court-Baron, to be holden for the said Manor at the usual Place, *&c.* on *Tuesday* the 20th of *October* next, then and there to do and perform their several Suits and Services according to the Custom of the said Manor. Given under my Hand, *&c.*

To C D. Bailiff of the
Manor of *&c.*

This Notice is usually given by the Bailiff a Fortnight before the Court is kept, and is commonly done in the Church of the Manor or Parish, on a *Sunday* immediately after the Morning Service, or at the Church Door at the same time.

At the time appointed for the Court, the Steward having placed himself in Court, and enter'd the Title of it in his Minute Book, the Bailiff or Tythingman is to make three Proclamations, and repeat after the Steward.

All manner of Persons that owe Suit and Service to this Court-Leet and Court-Baron, now to be holden in and for this Manor of *&c.* belonging to the Right Honourable T. Lord A. *&c.* Draw near and give your Attendance.

The Court being thus opened, you are to swear the Constables, Tythingmen, *&c.*

Oath of the Constable, or Tythingman, to make Presentments.

You shall enquire into and true Presentment make of the several Offences committed relating to your Office since the last Court.

So Help you God.

If there be more than one Tythingman (as in case of the Hundred Court) swear them all in like Manner: Then receive from them the common Fines imposed on their several Parishes;

The PRACTISING ATTORNEY: Or,

Parishes; and take their *Resiants Rolls*, which are to be called over, thus:

Resiants of the Tithing of &c. draw near and answer to your Names, &c. Call them one by one, and mark them that answer, *ap. for* appeared.

Next you proceed to Impannel your *Juries*, first calling up on the Bailiff or Tithingman for the Return of the Court-Leet Jury: And after Proclamation,

You good Men that are return'd on the Jury to enquire for our Sovereign Lord the King, in this Court-Leet, answer to your Names. In calling them over, mark those that appear: Then swear the Foreman.

Oaths of Jurymen in the Court-Leet.

You, as Foreman of this Jury, shall Enquire and true Presentment make of all such Things as shall be given you in Charge; the King's Counsel, your own, and your Fellows, you shall well and truly keep; You shall Present nothing out of Hatred or Malice, nor Conceal any Thing thro' Love, Fear, or Affection; but in all Things you shall well and truly present as the same shall come to your Knowledge.

So help you God.

Swear the rest of the Jury, by Four at a time, in the following Manner;

The like Oath that E. F. your Foreman hath taken on his Part, you and either of you shall well and truly observe and keep on your Parts.

So help you God.

In the second Four, add, And others your Fellows have taken on their Parts; And when you come to the last Four, &c. say, The rest of your Fellows, &c.

If any one return'd on the Jury, do not appear; or if any Suitor present in Court refuse to be of the Jury, the Steward may Fine them; and Strangers, in case of Want of Jurors, may be sworn of the Court-Leet Jury, and fined on their Refusal to serve. If the Jury do not present every Thing, but are negligent in their Duty, the Steward may Impanel a Second Jury to enquire into the Defaults and Concealments of the First, and Fine them 30s. each.

After you have sworn your Court-Leet Jury, call over your *List of Tenants*, the Cryer repeating after you each Name, and marking those that appear: Then out of the Copyhold-

ers,

ers, chuse your Homage or Court Baron Jury, and make Proclamation and say,

You that are the Lord's Tenants, and are now returned to be of the Homage in this Court Baron, make Answer to your Names.

The Names of the Jury being called over, let the Bailiff or Tithingman count the Number of them, after you: And then call the Foreman of the Homage to the Book, and swear him.

Oaths of Jurymen in the Court Baron.

You, as Foreman of this Homage, with the rest of your Fellows, shall enquire and true Presentment make of the several Things which shall be given you in Charge: You shall spare no one out of Love, Fear or Affection; nor prejudice any out of Hatred or Malice; but shall well and truly present the several Offences which shall come to your Knowledge.

So help you God.

The other Homagers you are to swear by Four at a time, in the same Manner as the Jury in the Court Leet.

And then, after Proclamation made, proceed to your Charge in both of these Courts.

Charge in the Court Leet.

All you that are sworn, and first you of the Court Leet Jury, Draw near and hear your Charge: Gentlemen, what you are by your Oaths obliged to enquire upon, I shall reduce to two Heads; And they are either of such Things as are here enquireable and presentable only, and not punishable, or else of such Things as are both presentable and punishable in this Court.

The first Head, includes the more Capital Offences, such as Petit Treasons, Felonies, and the Accessories therein; for these Offences, tho' they are presentable in this Court, yet are they not punishable here; but the Presentment must be Certified into some Superior Court, where the Offenders are to be prosecuted and punished according to Law.

The second Head, takes in Offences that are both presentable and punishable in this Court; and they are such as these: First, You are to enquire of Bloodsheds, if any Person within the Jurisdiction of this Court Leet, hath wilfully

or

or maliciously drawn Blood from the Person of another, it is here punishable.

Next, You are to enquire whether the Constable and Tithingman have truly presented all Things belonging to their Offices, and particularly whether they have discharged their Duties in Arresting of Felons, pursuing of Hues and Cries according to Law, and apprehending of Rogues, Vagabonds, and sturdy Beggars.

And you are to take Notice, That there ought to be a Pair of Stocks kept in Repair in each Tithing, for the securing of idle and disorderly Persons; or the Vill shall be Amerced: And you are to enquire whether any Pound Breaches, of Cattle, or any Rescous have been made; and into all manner of Affrays, and Breaches of the Peace, Riots, Routs, and unlawful Assemblies.

You are also to enquire whether any Persons do keep Ale-houses without Licence; or having Licences, do suffer Disorders to be committed in their Houses, and to Present such Offenders: And Persons keeping unlawful Gaming-houses, with the Frequenters thereof, are here punishable: So are common Barrators, and Eves-droppers, such as raise Quarrels, and hearken after News, with Intent to spread it abroad, and to cause Discord and Enmity in the Neighbourhood.

There is likewise another Sort of Persons found to be very mischievous, and they are such as have no competent Estates to maintain themselves, and refuse to be employed for a Livelihood; but commonly spend the Day in Sleep and Idleness, and at Night betake themselves to Robbing of Hen-roosts, Fish-ponds, and such like Villainies: These Persons the Law adjudges Dangerous, and so ought you, if any such come to your Knowledge.

You shall enquire of such Persons as unlawfully take, kill, or destroy Hares, Pheasants, Partridges, or other Game, or Doves or Pigeons, by Guns, Nets, or otherwise; which are here punishable: And you are to enquire whether any Person do keep and make Use of Hounds, Greyhounds, and other Dogs, or Guns, whereby to destroy the Game, that have no Estates which by the Law do qualify them for so doing.

If any Victuallers have conspired together to sell their Victuals but at certain Prices, or have put to Sale any Victuals not wholesome for Man's Body: Or if any Labourers or Artificers have combined together to work but at certain Rates, or on certain Times, or shall refuse to compleat the Work they have begun and undertaken; they are here punishable.

And

And if any Persons have used false Weights, or false Measures, or double Weights, or double Measures; that is, a Great to Buy by, and a Small to Sell by, in Deceit of the People, it is also punishable in this Court.

A Tanner having put to Sale any Leather before it be legally Searched and Sealed, or any insufficient Leather not being thoroughly wrought, tanned and dried, is here to be punished.

You are to make diligent Enquiry into Offences committed by Foretallers, Ingrossers, and Regrators: A Foretaller is one that buys Corn, or other Provisions, that is carrying to the Fair or Market to be sold, before it be brought into the Fair and Market. An Ingrosser is one that buys Corn growing upon the Ground (otherwise than by Demise and Grant) or any Butter, or Cheese, or other Victuals, with an Intention of selling the same again for unreasonable Profit. A Regrator is one that buys Corn, or other dead Victuals in open Fair or Market, and the same doth sell again in some other Fair or Market within four Miles of the same Place. All these are punishable in this Court.

Strict Enquiry ought to be made of Cottages erected contrary to Law: Now the Law is, that if any one shall set up a Cottage, without laying of four Acres of Land to it, or the Allowance of the Lord of the Soil, and the Justices of Peace in open Sessions, he shall forfeit 10*l.* for so doing, and 40*s.* a Month for the Continuance of it. And if any Owner or Occupier of a Cottage, shall suffer any Inmates, or more Families than one, to cohabit therein, he shall forfeit, to the Lord of the Leet, 10*s.* per Month.

You are to inspect and examine into your Highways, and Bridges; how they are repaired and amended, and whether the several Persons concerned therein, have done there due Services towards repairing the same: And if the Hedges be kept in good repair, and the Ditches adjoining be kept low and scowred as they ought: For Defaults wherein, this Court may set a Fine upon Offenders.

If any Foot-Path, to Church, Mill, or Market be denied, that hath been an ancient and accustomed Way; or if any House, Wall, Hedge, or Ditch, be erected or made in the King's Highway; or any Water-course stop'd, or turn'd thereunto, or out of its antient course; if any Carrion, Dung, or other offensive Thing, be laid in or near to the Highway, or any other Nuisance whatsoever, to the Annoyance of the King's Subjects, it is here presentable and punishable.

You

You are to take Notice what Officers, within the Precinct of this Leet, ought to be now discharged of their respective Offices, and to present the Names of other fit Persons to serve in their Places.

And you shall enquire of all other Matters, that are in this Court Leet enquirable and presentable, as fully and effectually as if the Same had been particularly named to you.

Charge in the Court Baron.

You that are sworn of the Homage, your Charge is to enquire into and Present such Things as relate to the Court Baron of this Manor; And they are either between Lord and Tenant, or betwixt Tenant and Tenant.

First, You ought to enquire what Advantages have happened to the Lord since the last Court, either by Escheat or Forfeiture: As if any Freeholder of this Manor hath committed Felony, and thereof hath been lawfully convicted; the King shall have Year, Day, and Waste, and afterwards the Lands shall fall to the Lord by Escheat. And if a Bastard hath purchased any Land within this Manor, and be dead, without Issue of his Body lawfully begotten; he can have no Heir by Law, so that the Lord shall have his Land by Escheat.

If any Copyholder within this Manor hath committed Felony, and thereof be convicted; it is a Forfeiture of his Copyhold Estate. And if any Copyholder hath leased out his Copyhold without the Lord's Licence, for more than a Year and a Day, it is a Forfeiture of his Copyhold Estate: Or if he hath let it out to an Undertenant for a leis Term, and hath not retained enough thereof in his own Hands, whereby the Lords Dues may be fairly answered, he is here to be amerced.

Where any Copyholder hath suffered the Buildings upon his Copyhold to run to Decay, and fall down for want of Reparation, or hath committed Waste in felling Timber Trees without Assignment, or in Lopping them at unseasonable Times in the Year, whereby they die; in cutting Fruit Trees, or Timber Trees, for Firing, having other Wood sufficient; or in Ploughing up of ancient Meadow, &c. They are Forfeitures of his Copyhold Estate. And if any Copyholder within this Manor having two Copyholds, hath impaired the one to improve the other, it is a Forfeiture of the Copyhold so impaired.

If any Copyholder of this Manor refuseth to do Suit of Court, having Personal Summons ; Or to be sworn of the Homage, or make Presentment, after he is sworn on the Jury ; to pay Rent to his Lord, being demanded on the Land ; or to perform the Services due to the Lord ; they are all of them Forfeitures of his Estate.

You are to enquire whether there be any Freeholder of this Manor dead, or that hath Alienated his Estate ; or any Leaseholder or Copyholder dead since the last Court, or before, and his Death not yet presented ; what hath happened to the Lord upon his Death, and who is the next Tenant.

And you are also to enquire, whether there be any Rent Service or Custom with-held from the Lord ; or any of the Lord's Lands be unjustly kept from him : Whether any Bound Stones or Land Marks, between this Lordship and another, or between Tenant and Tenant, have been removed ; or any Incroachment hath been made upon the Lord's Waste ; or any Trespas upon the Lord's Royalties, by Fishing, Fowling, Hawking, or Hunting.

If any Houses want Repairing ; Hedges, Gates, or Stiles want Mending ; or Ditches want Scouring. Or if any hath prejudiced his Tenement, by carrying the Compost or Soil there made, to other Lands, or by penning his Sheep there-upon, to the Impoverishing his Tenement ; you are to present the same.

You shall enquire of Estrays ; as where any strange Beast comes into a Lordship, and is not claimed in a Year and a Day, it falls to the Lord of the Manor as an Estray.

And you shall enquire whether the Orders of the last Court or any other preceding Court, have been duly observed or not ; And wherein and by whom any Defaults hath been made.

You are likewise to enquire whether the several Tenants of this Manor be now here to do Suit of Court ; And to Amerce those as have made Default in their Appearance.

And if there be any Thing else that concerns the Lord's Interest, or any Thing unjustly done, or omitted, between Tenant and Tenant, you have it in Charge to present it.

After the Charge is thus delivered, and Proclamation made, say, (the Cryer repeating after you)

If any Person can inform this Court, or Inquest, of any Treasons, Felonies, Bloodsheds, or any other Thing now given in Charge, or inquirable at this Let, let him come into the Court and he shall be heard.

If any comes in, swear him, thus: *So help you God.*
 The Evidence that you shall give to this Request, shall be
 the Truth, the whole Truth, and nothing but the Truth.

Then say, (the Crier also repeating it)
 If any Man will enter any *Plaint*, let him come into the
 Court, and he shall be received.

And then, after Proclamation, *Adjourn the Court, thus:*

All Persons that have any Thing further to do at this Court
 Leet, or Court Baron, may now withdraw themselves, so as
 they appear here again at Two of the Clock in the Afternoon.

On adjourning the Court, the Steward must deliver to the
 Foreman of each Jury the Presentment of the last Courts;
 and enter the Names of the Juries, and the Surrenders, and
 Admittances, in his Minute-Book, to be ready against the
 Afternoon.

When they are returned in the Afternoon, after Proclamation, say,

All you that were adjourn'd to appear at this Time and
 Place, draw near and give your Attendance, and answer
 to your Names.

Call over the Names of the Court Leet Jury, ask the
 Foreman for the Presentment, if they are all agreed to it,
 and who shall deliver the same in for them; (to which they
 answer, the Foreman) And if they are content it shall be
 amended in Form, so as it be not changed in Substance; to
 which they answer, They are.

After the Presentment is read over, and alter'd in Form,
 and the Fines are fixed, then you are to swear New Officers
 for the following Year.

**Oath of a Constable, or Tythingman, to serve the
 Office.**

You shall well and truly serve our Sovereign Lord the
 King, and the Lord of this Leet, in the Office of a Constable
 in and for this Hundred of *ca* (or in the Office of a Ty-
 thingman in and for the Tything of *ca*) until you be thereof
 discharged according to due Course of Law: You shall from
 Time to Time well and truly do and execute all Things be-
 longing to the said Office, according to the best of your
 Knowledge.

So help you God.

Oath

Oath of Affeerers, (viz. Tenants of the Manor, two whereof are Judges of the Amerciaments) in the Court Baron.

You shall well and truly Affeer and Affirm the several Amerciaments here made, and now to you read over: You shall spare no one out of Love, Fear, or Affection; nor raise or enhance any one out of Malice or Hatred; but impartially shall do your Duties herein.

So help you God.

The Officers being sworn, call over the Homage, or Court Baron Jury, and ask for their Presentment, &c. in like manner as in the Court Leet: And then take Surrenders, and make Admittances, &c.

A Surrender of an Estate in Court.

I *AB.* do surrender and yield up into the Hands of the Right Honourable *T. Lord A. &c.* Lord of this Manor, All that Messuage and Tenement, with the Appurtenances within this Manor, now in the Possession of &c. And all my Estate, Right, Tide, Interest, Possession, Reversion, Claim, and Demand whatsoever, of, in, and to the same, to the End the said Lord may do therewith his Will: And in Token thereof I deliver up this Verge.

[Delivering to the Steward a Pen, put into his Hand for that Purpose.]

There is no Occasion for a second, or third Life, to surrender, unless they are joint Purchasers; for if they are not so, the Surrender of the first Life, the Purchaser, is good in Law for all. But when there are more Purchasers than one, in the general Words of the Surrender, the first Life, says *Possession* only, and the second or third say *Reversion*: And in all the rest they say the same the one as the other.

When the Surrender is taken, the Steward proceeds to Admittance, thus:

Admittance of a Tenant in Court.

Gentlemen of the Homage, You are to take Notice, That the Messuage and Tenement, with the Appurtenances now Surrendered, is granted anew to the said *AB.* as sole Purchaser,

chaſer, To hold to him the ſaid A B. and C. and D. his Sons, for the Term of their Lives, and the Life of either of them longeſt living, ſucceſſively, at the Will of the Lord, according to the Cuſtom of this Manor, By the Yearly Rent therefore of *etc.* And by all other Rents, Suits, Services, and Cuſtoms, therefore due, and of Right accuſtomed: And for ſuch Eſtate ſo had in the Premiſſes, the ſaid A B. gives to the Lord for a Fine the Sum of *etc.* in Hand paid (or ſecured to be paid): And ſo he is admitted Tenant thereof: And I do hereby give you Seiſin thereof, To hold the ſame accordingly.

[Turning to the Tenant, and delivering him a Pen, or Rod]

Admittance of a Tenant, after the Death of a Life.

You are admitted Tenant to All that Meſſuage and Tenement with the Appurtenances, within this Manor, whereof C D. lately died poſſeſſed: And I do hereby give you Seiſin thereof, To hold the ſame for Term of your Life (or Widowhood) according to the Cuſtom of this Manor.

Then the Tenants admitted are to take the Oath of Fealty.

Oath of Fealty of Tenants, to their Lords.

You ſhall ſwear to become a true Tenant to *etc.* Lord of this Manor, for the Eſtate to which you are now admitted: You ſhall pay, bear, and Do all ſuch Rents, Duties, and Services, as ſhall be therefore Due and of Right accuſtomed: You ſhall, from Time to Time, be Ordered and Juſtified in all Things concerning your ſaid Eſtate, at the Lord's Courts to be holden in and for this Manor of *etc.* as other the Tenants of the ſaid Manor, for their reſpective Eſtates are, ſhall, or ought to be: And you ſhall in all Things Demean your ſelf as a Faithful Tenant.

So help you God.

All Buſineſs of this Kind being over, you are to Diſcharge the Courts, by ſaying, (the Cryer repeating after you)

All Manner of Perſons that have this Day made their Appearance at this Court Leet and Court Baron, may from hence depart, and keep their Day and Hour again upon a New Summons.

God ſave the King, and Lord of the Manor.

Note,

LAWYER'S OFFICE.

Note, During the Time of the Court, the Bailiff of the Manor usually collects the Lord's Rent of the Tenants; for which Purpose, he has a Seat at the lower End of the Steward's Table.

Of Extraordinary BUSINESS of COURTS.

A Letter of Attorney to surrender a Copyhold Estate.

K N O W all Men by these Presents, That I *A B.* of *etc.* Have made, constituted and appointed, And by these Presents Do make, constitute, and appoint *C D.* of *etc.* my lawful Attorney, for me and in my Name, to appear at the next Court to be holden in and for the Manor of *etc.* on *etc.* next, And then and there for me and in my Name as aforesaid, to surrender and yield up into the Hands of the Lord of the Manor aforesaid, One Messuage or Tenement, *etc.* with the Appurtenances within the said Manor: All which said Premises I the said *A B.* Do hold (as sole Purchaser) for my own Life, and the Lives of *etc.* by Copy of Court-Roll of the said Manor of *etc.* bearing Date, *etc.* And all the Estate, Right, Title, Interest, Possession, Reversion, Claim, and Demand whatsoever, as well of me the said *A B.* as of the said *etc.* and of either or any of us, of, in, and to the same, Ratifying and Confirming, and by these Presents allowing all and whatsoever my said Attorney shall do or cause to be done in the Premises, by Virtue of these Presents. *In Witness, &c.*

This Letter of Attorney is to be read over in Court by the Steward, in the Hearing of the Homage, after which, the Attorney is to execute his Power, by saying, after the Steward, as follows:

I *C D.* By Virtue of the Letter of Attorney to me made by *A B.* And of the Power and Authority thereby given, Do for and in the Name of the said *A B.* surrender and yield up into the Hands of *etc.* Lord of this Manor, All that Messuage and Tenement, with the Appurtenances within this Manor, in the Possession of *etc.* And all the Estate, Right, Title, Interest, Possession, Reversion, Claim, and Demand whatsoever of the said *A B.* and of *etc.* of, in, and to the same, To the End the Lord may do therewith his Will: And in Token thereof I deliver up this Verge.

A Surrender of a Copyhold out of Court.

Memorandum, That on *etc.* at B. in the County of *etc.* *A B.* (who claims to hold for Term of his Life, *etc.* by Copy of Court Roll of the Manor aforesaid, bearing Date, *etc.* One Messuage or Tenement with the Appurtenances within the said Manor of *etc.*) came before me *G. J.* Gent. Steward of the said Manor, and in the Presence of *C. D.* and *E. F.* two of the Customary Tenants of the said Manor, Did surrender and yield up into the Hands of *etc.* Lord of the Manor aforesaid, the said Messuage or Tenement, *etc.* above-mentioned, with the Appurtenances, And all the Estate, Right, Title, Interest, Possession, Reversion, (if more Lives than one) Claim, and Demand whatsoever of him the said *A B.* (or as well of him the said *A B.* as of *etc.*) of, in, and to the same, And of, in, and to every Part and Parcel thereof, to the End the said Lord of the said Manor may do therewith his Will.

*A B.**Capt' Die & Anno prius Supradict.**Coram me**G. J. Seneschal ibidem**In presentia Nostrum**C. D.**E. F.*} *Tenen.**A Surrender of a Leasehold by Indorsement.*

I *A B.* of *etc.* Do by these Presents surrender and yield up into the Hands of *etc.* All that Messuage or Tenement, and Lands, with the Appurtenances in the Indenture within Granted, And all my Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, and to the same, by Virtue of the said Indenture, or by any other Ways or Means whatsoever, Together with the same Indenture to be cancelled. *In witness, &c.*

A Licence to a Tenant to Let his Tenement.

At a Court held for the Manor of *etc.* the Day, *etc.*

Licence is Granted unto *A B.* to Let his Messuage or Tenement,

nement With the Appurtenances, within this Manor, to any Under-Tenant or Under-Tenants, for the Term of 7 Years now next coming from the Date hereof. If the said *A. B. &c.* shall so long live, *Provided* the Houses, Hedges, Ditches, and other Inclosures, be from Time to Time kept well and sufficiently Repaired and Amended, and the Rents, Duties, Services, and Customs therefore due to the Lord, be well and truly Rendered, Paid and Performed: Otherwise this Licence to be void.

A Condition for the Payment of Heriots.

The Condition of this Obligation is such, That if the above bound *A. B.* his Heirs, Executors or Administrators, Do and shall well and truly pay or cause to be paid unto the above named *T. Lord A. &c.* his Heirs and Assigns, the full Sum of *&c.* For and in Satisfaction of, one Heriot next happening to be due and payable unto the said *T. Lord A. &c.* his Heirs or Assigns, for a Heriotable Tenement within the Manor of *&c.* aforesaid, by him the said *A. B.* now holden for Term of the Life of *&c.* On the Decease of him the said *&c.* according to the Custom of this Manor. Then, *&c.* Or else, *&c.*

A Warrant for a Bailiff of a Manor.

Know all Men by these Presents, That I the Right Honourable *T. Lord A. &c.* Lord of the Manor of *&c.* Have made, constituted, and appointed *E. F.* of *&c.* my Bailiff of and for my Manor aforesaid, for me and to my Use to collect and gather, ask, require, demand and receive, of and from all and every my Tenants that have held or enjoyed, or now do or hereafter shall hold or enjoy any Messuages, Lands or Tenements, from, by or under me, within my said Manor of *&c.* All Rents and Arrears of Rents, Heriots, and other Profits, that now are or hereafter shall become payable, due, owing or belonging to me within the said Manor, And in Default of Payment thereof, to Distrain for the same from Time to Time, and such Distress or Distresses to Impound, Detain, and Keep until Payment be made of the said Rents and Profits, and the Arrears thereof: And I do also further Impower and Authorize the said *E. F.* to take care of and inspect into all and every the Messuages, Lands, and Woods within my said Manor, And to take an Account of all Defects, Decays, Wastes, Spoils, Trespasses, or other

Misdemeanors, committed or permitted within the said Manor, or any the Messuages, Lands or Woods there: And from Time to Time to send and transmit to me in Writing a just and true Account thereof, to enable me to redress, reform, and punish all Offenders of that Nature: And further to act and do all other Things that to the Office of a Bailiff of the said Manor belongs and appertains, during my Will and Pleasure, and no longer: And in Recompence for his Pains, he is to receive Yearly the Sum of *xx. In Witness, &c.*

A Warrant to a Bailiff to Levy Amerciaments.

Maner
de
A—

Esseints of Amerciaments in a Court Baron there holden the Day, *xx.* as followeth:

	<i>l.</i>	<i>s.</i>	<i>d.</i>
<i>Imprimis</i> , Of <i>A B.</i> a Customary Tenant, for refusing to appear at the Court,	0	1	0
<i>Item</i> , Of <i>C D.</i> for not repairing his House, according to an Order of the last Court,	0	3	4
<i>Item</i> , Of <i>E F.</i> for not scouring and cleansing his Ditches, pursuant to an Order of the last Court,	0	6	8
<i>Item</i> , Of <i>xx.</i> — — — — —			
<i>Total, &c.</i> — — — — —			

A Warrant to a Bailiff to assign Timber.

At a Court held for the Manor of *xx.* the Day, *xx.*

A B. is allowed the Timber-Tree, *xx.* now standing and growing in *xx.* within the Manor aforesaid, The same to be had and taken from and out of the Lands of the said *xx.* by the Consent of the present Tenant or Occupier of the Premises, And by the Assignment of the Bailiff of the Manor aforesaid, for and towards the repairing the Tenement of the said *A B.* within the said Manor, and not otherwise. *Given, &c.*

G J. Seneschal, ibid.

To *E F.* Bailiff of the said Manor.

An

An Order of Court for a Constable to be Sworn by a Justice of Peace.

Hund. } Ad Cur' Legal. & Visi. Franc. plegi Domini
do } Regis ibid. tent' Vicesimo tertio Die Octobris An'
A— } Dom. 1722. A B. Elect' est ad Officiu Constabular' Hundred' præd. (vel ad Officiu Decennar' pro Decenn. de &c. infra Hund. præd.) pro Anno Sequen. Sed non venit in Cur' ad Officiu illud suscipiend. Ideo Ordinat' est per Cur. quod ipse A B. comparabit coram aliquo Justiciar' Dom' Regis ad Pacem, Et præstabit Sacrament' Suum ad Offic' præd. Exequend. Spa' & l.

G J. Seneschal. ibid.

Of Contracts in Court, Fees of the Steward, &c.

A Copyhold Estate, or Freehold Lease for 3 Lives, is worth to be sold 14 Years Purchase; 8 Years for the first Life, 4 for the second, and 2 for the third Life: Or seven, five, and two, Years Purchase. For a Chattle Lease for 3 Lives, 13 Years Purchase is given. Exchanging a Life, is usually one Year's Purchase, unless it be a Sickly Life for a Healthy one, a Woman's for a Man's, or where there be only one Life on an Estate, and then two Years Purchase (or more) must be given. Turning Widowhood into Life, 2 Years Purchase. A Widowhood is valu'd at one Year's Purchase. And for a Licence to Let a Copyhold Estate, Half a Year, or a Year's Value, is commonly demanded.

The Fee in Reversion of an Estate granted out on Lives, is worth 9, 7, and 3 Years Purchase, after one, two, and three Lives, by Copy: And 10, 8, and 6 Years Purchase, after one, two, and three Lives, by Lease: And the Fee of Lands in Hand, will yield 20 Years Purchase, or more, according to their Situation, and extraordinary Appurtenances of Timber, &c.

Pursuant to the above Rates, *Contracts* are made with the Tenants on any Alteration of their Estates; and these *Contracts* are entred in a Book, (the Tenants having Copies of them Sign'd by the Steward) in Manner following;

Maner'

Maner' } At a Court Baron held for the said Manor for the
 de } Rights Honourable T. Lord A. &c. the Day and
 A— } Year, &c. By G. J. Gent. Steward there.

Contracted with A. B. in Consideration of &c. To Grant to him by Copy of Court Roll, All that Messuage or Tenement, with the Appurtenances called &c. late in the Possession of &c. To hold to him the said A. B. for his own Life, and the Lives of T. B. and L. B. his Sons, At the Yearly Rent of &c. And for the Fine of &c. to be paid on Delivery of the Copy.

A. B.

Contracted and agreed with C. D. of &c. That in Consideration of the Surrender of a Copy of Court Roll bearing Date &c. whereby he the said C. D. held One Messuage or Tenement, with Ten Acres of Land called &c. lying and being within the Manor aforesaid, for his Life and the Life of &c. And also in Consideration of the Sum of &c. to be paid on &c. The said C. D. shall have a Copy of the Messuage or Tenement, and Ten Acres of Land aforesaid, with the Appurtenances, To hold to the said C. D. for his own Life, and the Lives of &c. Under the Yearly Rent of &c. And the best Beast or Goods for an Heriot, &c.

C. D.

Contracted with E. F. and G. H. of &c. That in Consideration of the Sum of &c. to be by them paid down in Hand, They the said E. F. and G. H. shall have a Copy in Reversion of a Tenement with the Appurtenances, lying in the Manor aforesaid, now in the Possession of &c. To hold the said Tenement with the Appurtenances to them the said E. F. and G. H. (immediately after the Death, Surrender, or Forfeiture of the said &c.) for Term of their Lives successively, Under the Yearly Rent of &c. and Heriot, &c. Provided, and this Contract is upon Condition, That the said &c. the present Tenant, and the said E. F. and G. H. are all of them living at the Time of Payment of the Fine of &c. aforesaid, and the Delivery of the Copy.

E. F. G. H.

Contracted and agreed with J. K. That in Consideration of the Sum of &c. to be paid in and upon &c. The said J. K. shall have a Lease of All that Messuage or Tenement, with the Appurtenances, &c. To hold to the said J. K. for and during

during the Natural Lives of him the said I X. And *or*. And the Life Natural of every and either of them longest living under the Yearly Rent of *or*.

I X.

Contracted with L M. of *or*. To grant him a Lease of All that Messuage and Tenement, *or*. To hold to the said L M. for 99 Years if the said L M. and L M. and T M. his Sons, shall so long live, Lord's Rent, *or*. Heriot best Beast or Goods or 3 l. in Money, For the Fine of *or*. to be paid at the next Court on delivery of the Lease.

L M.

The Stewards Fees, on making of Contracts, &c. are as follow.

	l.	s.	d.
For Drawing and Ingrossing a Pair of Leases	01	12	09
For a Copy and Admittance	01	00	00
For Admittance after the Death of a Life	00	04	06
For the Contract Fee, under 50 l. Purchase Money,	00	12	09
For the Contract Fee, above 50 l. Purchase Money, every 10 l.	00	02	00
For entering the Contract	00	01	09
For a Copy of Licence	00	10	00
For Assignment of Timber Trees	00	01	00
For every Tree Assigned	00	00	06
To the Bailiff for every Tree	00	00	04
For holding a Court on Purpose to grant an Estate, if it takes up but one Day	01	01	00

But I have known these Fees very much vary: In some Manors, instead of 32 s. a Guinea only has been paid for a Pair of Leases: In others, 40 s. And for a great Nobleman's Estate, as a Duke, *or*. 3 Guineas is a common Fee. In many Manors only 14 s. And in some but 6 s. 8 d. is paid for a Copy and Admittance: And upon Admittances, on the Dropping of Lives, out of the usual Fee, the Bailiff hath 2 s. And the Crier 6 d.

of

The PRACTISING ATTORNEY: Or,

**Of Minutes of the Proceedings of Courts,
and how entered.**

A Hundred Court-Leet and Court-Baron.

Hund. de A. } Cur' Vis. Franc. plegii Cum cur' Baron'
prænob. Thome Domine A. &c. ibid. Tent.
Maner. de B. } Septimo Die Octobris, Anno Reg. Dom. nostr.
Georgii Dei Gra' Magn. Britann. Franc. &
Hibern. Regis Fidei Defensor' &c. Octavo,
Annoq; Dom. 1721. Coram Egidio J. Gen'
Seneschal. ibid.

Ball'us Hund. - - A B. ap.
Ball'us Maner' - - C D. ap.
Constabular' - - E F. Venit ad Offic. Exequend. & Jur.

	l.	s.	d.	
A	-	-	0 7	G H. Decennar' ibid. venit & Jur'.
B	-	-	0 6	I K. Decennar' ibid. venit & Jur'.
C	-	-	0 5	L M. Decennar' ibid. venit & Jur'.
D	-	-	0 3	N O. Decennar' ibid. venit & Jur'.

&c. (all the Tythings.)

Juratores pro Domino Rege.

Homagium.

Abrah'us B.
Will'us C.
Franc'us D.
Hen'cus E.
Thomas F.
Georgius G.
Joh'es H.
Will'us I.
Ed'rus K.
Hen'cus L.
Joh'es M.
Thomas N.

Jur'

Edmondus A.
Joh'es B.
Will'us D.
Ed'rus E.
Hen'cus F.
Thomas G.
Will'us H.
Ed'rus I.
Franc'us K.
Rob'tus L.
Georgius M.
Joh'es N.

Jur'

Affer' { Will'us D. } *Jur'*
 { Joh'es M. }

Willus

LAWYER'S OFFICE.

509
508

Willus F. Admiss. est Tenen' un' Messuag. cum pertin' infra Maner' pred. nuper in Tenur' Thome F. defuncti.
Admiss. & Jur'.

Ed'rus M. } Surfs. redd. un' Messuag. sive Tentu' ac un'
Joh'es fil. } virgat. Terr. cum pertin' jacen' infra Maner'
pred. modo in Tenur' ipsius Edri M.

P. Joh'es M. } Ceper' premiss. pred. per Redd. inde
P. Eliz. M. } per Ann. &c. ac un' Heriot cum Accid.
Ed'rus M. } ac pro Fine, &c.
Admiss. & Jur'.

P. Tho. B. pro vit. } Cepit Ren'conem unius Messuagii ac un'
Johis B. fil. } Cli' Pastur' voc' &c. post Mortem Dani-
Edri B. } eli F. Per Redd. &c. Her. de opt' pro
Fine, &c.

P. Will'us F. } Ceper' un' Tenement' ac 5. acr' terr'
P. Joh'es F. } unacu' coia' Pastur' pro 40. ovibus & du-
P. Tho. D. } abus vaccis &c. cum pertin' infra Maner'
pred. nuper in Tenur' Johan. F. Defuncti.
Per Redd. &c. Ac un' Her' cum ac-
cid. &c. Pro Fine, &c.
Admiss. & Jur'.

P stands for Purchaser, and where there are more than one with the Letter P, they are joint Purchasers: These Purchasers Lives may not be alter'd or exchanged, without their Consent; but others put in may be altered at Pleasure.

A Court-Leet and Court-Baron of a Manor.

Maner' } Cur' Vill. Franc. plegii Cum Cur' Baron' &c. Tent'
de } pro Man'io pred. Septimo Die Octobris. &c. Co-
A— } ram Agidio J. &c.

Ball'us Maner' } A B. ap.
Decennar' } C D. Decennar' ibid, venit & Jur'.

Jur'

Jur' pro Domino Rege. Homagium.

Will'us A.
Thomas B.
Joh'es C.
Ed'rus D.
Fran'cus E.
Petrus F.
Thomas G.

Joh'es A.
Ed'rus B.
Will'us C.
Thomas D.
&c.

Jur'

Jur'

P. Joh'es A. }
P. Will'us B. }

Surf. redd. un' Cl'um. prat' voc' &c. continen' un' acr' & un' Cl'um. terr' Arab. voc. &c. cont. 4. acr' infra Maner' pred.

P. Thomas A. }
Eliz. ux. }
Johes. fil. }

Cepit premiff. pred. nec non un' Dom' un' Gardin' & Pomar' adjacen' cont' per Estimacon' un' acr' & un' Clau' voc' &c. cont' &c. infra Maner' pred. & nuper in tenur' Willi. A. Patris pred. Thome & per ipfū Willu' nuper fūrfu' redd. per Redd. inde per Ann' &c. Ac pro un' Her' &c. Ac pro Fine, &c.

Admiff. & Jur'.

Anna B. Admiff. est Tenen' pro termino vit' fuis un' Tene- ment. voc. &c. infra Maner' pred. nuper in Tenur' Joh'is B. Defunct.

Admiff. & Jur'.

A Court-Baron only of a Manor.

Maner' }
de }
A. }

Cur' Baron' Thome B. Ar' Tent. pro Man'io pred. Die &c. Per Egidiu' J. &c.

Homagium.

Ed'rus A.
Will'us B.
Hen'cus C.
Fran'cus D.
Joh'es E.
Ed'rus F.

Thomas G.
Will'us H.
Fran'cus I.
Rob'tus K.
Joh'es L.
Georgius M.

Jur'

Jur'

Maria

Maria B. } Admiss. est Tenens pro termino viduetatis
suz ad le Custumar' Tent, cum pertinen.
voc. &c. nuper in Tenur' &c.

Joh'es C. } In Jur' Annæ ux. ejus Admiss. est Tenen' Un'
Messuag' ac un' Cl'm' Pastur' &c. continen'
un' acr' &c. infra Maner' Pred. nuper in
Tenur. &c.

Will'us D. } Admiss. est Tenen' ut Guardian' Joh'is. D. in-
fantes durante Minoritat' su' de & in Un'
Tent, &c.

Admiss. & Jur.

*Note, When these Proceedings are entered at large in the
Roll, and the Copies are made out, you put underneath,*

Irrot' & Cop. inde fact.

Of Entries of Court in the COURT-ROLL.

Entry of a Hundred Court-Leet and Court-Baron.

Hand. de A. } CUR' legal. & Vil. Franc. Plegii Cum cur'
Maner. de B. } Maner' prænobil' Thome Dom' A. &c.
Tent, sexto die Aprilis Anno Regni Dom'
nost' Georgii Dei Gratia Magnæ Britanniæ
Franciæ & Hiberniæ Regis Fidei Defensor' &c.
Nono Annoq; Dom' 1723. Coram Agidio
J. Gen' Seneschal. ibid.

Ball'us. Georgius A. ap.
Constabular. Will'us B. venit ad officium suum exequend. &
Jur' ad Presentand.

A. . . . Joh'es C. Decennar' ib. venit plene cum tot
Decen' suis & dat' Dom' de cert. Redd. ad
hunc Diem debet 7 s. 6 d. Et Jur' ad Presen-
tand.

B. . . . Ed'rus D. Decennar' ib. venit plene cum tot
Decenn. suis & Dat. Dat. Dom' de cert. Redd.
ad hunc Diem debet 6 s. 3 d. Et Jur' ad Presen-
tand.

C.

C. . . . Thomas E. Decennar' ib. venit plene cum tot Decen' suis & dat. Dom' de cert. Redd. &c. 3 a Et Jur' ad Presentand.

D. . . . Petrus F. Decennar' ib. venit. &c.

Jur' pro Dom' Rege. Homagium.

Abrah'us B.
Will'us C.
Fran'cus D.
Hen'cus E.
Thomas F.
Georgius G.
Joh'es H.
Will'us J.
Ed'rus K.
Hen'cus L.
Joh'es M.
Thomas N.

Jur'

Edmondus A.
Joh'es B.
Will'us D.
Ed'rus E.
Hen'cus F.
Thomas G.
Will'us H.
Ed'rus J.
Fran'cus K.
Rob'rus L.
Georgius M.
Joh'es N.

Jur'

Juratores pred. super Sacram' eor' Present' quod sunt Resciant' infra Jurisdictionem hujus Vis. Franc. pleg. & Debent Sect. Cur' Et ad hunc Diem fecer' Defalt' Jo. quilib' eor' in m'ia 3 d.

Homagium pred. super Sacram' eor' Present' q'd sunt Liberi tenentes hujus Manerij & Debent Sect. Cur' & ad hunc Diem fecer' Defalt' Jo. quilib' eor' in m'ia 12.

Item Presentant' quod sunt Customar' Tenen' hujus Maner' & debent Sect' Cur' & ad hunc Diem fecer' Defalt' Jo. quilib' eorum in m'ia 6 d.

Item Jur. pred. Present' ad Officiu' Constabular. Hundred. pred. pro Anno sequen' A B. C D. & E F. Quor' C D. pred. Elect. est per Cur' & Jur'.

Item Present' ad Officiu' Decennar' de, &c. pred. pro Anno sequen' Tho. D. Et ipse Jur.

Item Present' ad Officiu' Decennar de, &c. pro Anno sequen' Joh' B. qui ex Licenc. Cur' posuit in loco suo Willielm' A. & ipse Jur'.

Item Present' quod alta via ducent' &c. in Decasu est Et Precept' est quod alta via pred' Reperar. per le sepal' Person' concernat eadem facere ante vicesimu' quartu' diem Junij prox. sequen. sub pen' 13 s. 4 d.

Item Present' quod Ed'rus D. Obstruxit Aque cursus versus terr.

terr' Joh'is J. apud locum voc. &c. Ad Dampn' pred' Joh'is J. I'o Precept. est quod Ed'rus pred. Obstructionem pred. amover' infra decem Dies nunc prox. sequen. Sp'a. 6 s. 8 d.

Item Present. quod le Tenement. Will'i B. voc. &c. in decasu est & debet reparari I'o ordinat. est Tenement' pred. sufficien' reparar' & emendar' infra tres Menses nunc prox. sequen. Sp'a. 20 s.

Item Present. quod Thomas A. qui de D'no tenuit. pro termino vit. su' per Cop. Rotulor' Cur' Maner' ibid. unu' Tenement. cum pertin' infra Maner' pred. citra ultra Cur' obiit, unde accidit. D'no un' Heriot' 2 l. solut. Et quod Joh'es Fil. ejus est prox. inde Tenen' pro termino vit. su' secundu' Consuetud. Maner' pred' Qui venit & Clam. su' inde fecit & petit se inde admitti Tenen' Quod ei concedit' Et Admiss. Et fecit D'no fidelitat' suam. *Obit. Tenen'*

Or, Qui non venit Clam' su' inde facer' I'o Dies datur ei ad prox. Cur'.

Ad hanc Cur' venit Will'us B. & Clam' tenere pro termino vit. suæ per Cop. Rotulor' Cur' Maner' ibid. geren' dat. quinto Die &c. Un' Messuagium ac un' virgat. terr' cum pertin' infra Maner' pred. nup. in tenur' Ed'ri. B. patr' sui defuncti. Et petit se inde admitti Tenen' Quod ei conceditur Et Admiss. est Et fecit D'no Fidelitatem suam. *Admiss.*

Ad hanc Cur' vener' Joh'es C. & Elizabetha Ux. ejus (e-*Surf. redd.*) ad'm Elizabetha sola & Secret' Exaiat' per Seneschal.) Et fursum reddider' in manus D'ni per manus Seneschal' sc'dm Consuetud' Maner' pred. Un' Messuagiu' sive Tenementum vocat' &c. & quadraginta Aer' terr' prat' & pastur' spectan' cum pertin' infra Maner' pred. Ac tot Stat. Jus Titul. Interest. Clam' & Demand. tam pred. Joh'is C. & Elizabetha Ux. ejus de & in Messuagiu' sive Tentu' & premiss. pred. cum pertin' Virtute cujus tot' Stat' Jus Titul. & Interest. pred. Joh. & Elizabetha de & in premiss. Determinant.

Or, Ea intentione quod D'nus. inde facer' voluntat. suam.

Ad hanc Cur' venit Joh'es D. & Cepit de D'no. Man'ij pred. *Nov. Con-* extradictione Senl. pred. Un. Tenement' ac Trigint' acr' terr' *ass.* Prat' & Pastur' cum pertin' infra Maner' pred' nuper in Tenur' Will'i A. defuncti *Habend. & Tenend.* Tenement' ac trigint' acr' terr' pred. cum omnibus & singulis suis pertin' prefat' Johi' D. necnon Johi' & Thome fil. ejus pro termino vitar' eor' & eor' alter' diutius successive viven' ad voluntat. D'ni secund. Consuetud. Maner' pred. Per Redd. inde per Ann. 3 s. 4 d. Ac pro Heriot' cum accidit trigint' solid. Ac per om'ia al. Redd. om'ia Opera Sect. Consuetud. & Servic. inde prius debet & de jure Consuet. Ac pro tal. Stat. & Ingru' sic in premiss. Habend. prefat' Joh'es D. Dat. D'no de Fine Nonagint. libras premanib'.

solut' Et sic Admiss. est inde Tenen' Et fecit D'no. Fidelitat' sed Fidelit. alior' respectuantur quousq; &c.

Surf. redd. Ad hanc Cur' venit Maria E. qui Clam' tenere pro t'mino vit' suæ & vitar' Joh'is & Elizabethæ fil. per Cop. Rotulor' Cur' Maner' ibid. geren' dat. &c. Un' Tenement' vocat. &c. cum pertin' infra Maner' pred' Et illa omnia & singula ac tot' inde stat' titul' Interress. Po'ssio'em Rev'c'oem Clam' & Demand. tam ipsius Marie E. pred. quam pred. Joh'is & Elizabethæ fil. & cussilibet eor. (unacu' Cop. inde fact. cancelland.) in manus D'ni in pred. Cur' sursu' redd. ut D'nus inde facer' voluntat' sua Unde accid. D'no un' Heriot' quod includit' in Fine subscript. Supet quo in ist. eadem Cur' vener' prefat. Maria & Johes. fil. ejus & ceperant de D'no in pred. Cur' extradi-c'on. Senl. pred. Premiss. pred. cum pertin' *Habend. & Tenend.* Tenement. pred. cum omnibus & singulis suis pertin' prefat. Marie E. & Johi' E. nec non Annæ E. fil' ejus pro termino Vi-tar' eor' & eor' alter' Diutius successive Viven' ad voluntat' D'ni secund. Consuetud. Manerii pred. Per. Redd. inde per. Annum 13 s. 4 d. Ac un' Heriot' cum accid. Ac per omnia al. Redd. On'a Opera Sect. Consuetud. & Servic' inde prius debet' & de jure Consuetud. Ac pro ra). Stat. & Ingr. Sic in premiss. *Habend.* prefat. Maria & Joh'es dant D'no de Fine &c. premanib' solut Et sic pred. Maria E. Admiss. est inde Tenen' & fecit D'no fidelitat. sed fidelitat. dict. Joh'is & Annæ Fil'

Surf. redd. respectuantur quousque, &c.

extra Cur'. Memorandum Quod Die Maii &c. apud &c. Joh'es F. qui Clam' tenere pro termin' vit. suæ per Cop' Rotulor' geren' &c. Un' Tenementu' voc. &c. cum pertin' infra Maner' pred. modo in tenur' ipsius Joh'is venit coram me Ægidio J. Gen. Seneschal. Maner' pred. Et in presentia Joh'is H. & Thomæ B. duor' Customar' Tenen' Manerii pred. Tenement. pred. cum suis pertin' ac tot' inde Stat. Tutul. Interress. Po'ssionem Clam' & Demand. ipse Joh'is F. in Manus D'ni sursu' reddidit ut Dom' inde facer' voluntat. suam.

Entry of a Court-Leet and Court-Baron of a Manor, separate.

Maner' } Cur' Vis. Franc. Plegii cum Cur' Baron' &c.
de } Tent. pro Man'rio pred. sexto Die Aprilis &c.
A — } Coram Ægidio J. &c.

Escon' Ad hunc Diem Escon' ut patet postea.

Jur' in Assiss. Ad hunc Diem Jur' in Assiss. null.

Decennar' ibid. Thomas D. Decennar' ibid. ven' plene cum tot' Decen. suis & Jur' ad presentand.

Elect. Decennar. Ed'rus E. Elect. est in officio Decennar' ibid.
pro

pro Anno Sequen. & prestat. Sacrum suum pro debita Executione Offic' pred.

Jur' pro D'no Rege.

Will'us A.
Thomas B.
Joh'es C.
Ed'rus D.
Fran'cus F.
Petrus G.
Thomas H.

Jur'

Joh'es J.
Will'us K.
Ric'us L.
Lawrenc' M.
Thom. N.
Ed'rus O.

Jur'

Qui Jurat. & On'at super Articulos dic'am Cur' tangen' dic. *Rescian'*
sup. Sacrum suum quod — sunt *Rescian'* infra Jurisdic-
tionem hujus Cur' & debent Se&. Cur. Et ad hunc Diem
fecer. Default. l'o quilibet eor' in mia' 3 d.

Et ult'rius Presentant quod alta via ducen' ab. *etc.* ad le *etc.* Ordo fit.
in Decasu est Et ordinat. est quod alta Via pred. Repararet
per le Parochia' de *etc.* pred. ante Vicesimum Diem Maii
prox. sequen. sub pen' faciend. Default. 13 s. 4 d.

Et ult'rius presentant quod Pons prope *etc.* in decasu est Et Ordo fit.
ordinat. est quod Pons pred. Reparar' per le Parochiam de *etc.*
ante Vicesimum quintum Diem Decembris prox. se-
quen.

Et ult'rius presentant quod Clippus (*Ang'ce the Stocks*) per *Pen. Poit.*
tinen' ad Decenn' &c. decasu est Et ordinat' est quod eadem
bon' & sufficien. Reparar. per le Decenn. pred. ante *etc.* sub.
pen' 5 d.

Et ult'rius present. Will'us T. pro obstructione Aquecurf. *Pen. Poit.*
curren' *etc.* ad Nocumen' alt. Vie ducen' *etc.* Et in defectu
Emendationis ejusdem ante *etc.* prox. futur. Amerciant
ipsum 15 s.

Et ult'rius present. quod Thomas B. fodit Terr' in alta Via *Pen. Poit.*
ducen' *etc.* ad Nocumen' & Dampn' Vie pred. & prejudiciu'
tal' Personar' ibm' transeun' Et ordinat. est quod emendaret
Viam ill. ante prox. Cur' Spa 6 s. 8 d.

Ordinat. est quod Thomas D. amoveat Sterquilinium suum *Pen Poit.*
Jacen' per Regiam Viam advers. Dom' suam ante Fest' Pasche
prox. sub pen' Forisfac' 10 s.

Et Jur' pred. presentant quod Thomas E. de *etc.* non repa-
ravit sepem suum apud *etc.* sicut ad ult' Cur' ei Precept' fuit *Ordo fit.*
l'o forisfecit *Pen.* in ead. Cur' imposit viz. 10 s. Et nunc Ordin'
est de novo quod Thomas A. pred. sepem su' pred. bene &
sufficien' emendar' infra tres Septimanas prox. sequen' Spa'
ult'rius 15 s.

Et ult'rius presentat. quod omnia alia sunt bene,

Maner' } Curia Baron' Manerij pred' ibid. tent' Die &
 de } Anno supra dict' coram Senl. pred'.
 A—pred' }

Effson' - - - Ad hunc Diem Effson' ut patet Postea,

Querel' - - - Ad hunc Diem Querel' null.

Homagium ibid.

Joh'es A.
 Ed'rus B.
 Will'us C.
 Thomas D.
 Ric'us E.
 Joh'es F.
 Petrus G.

Jur'

Georgius H.
 Thom. J.
 Will'us K.
 Andreas L.
 Abrah'us M.
 Joh'es N.

Jur'

Verede'm
 Homag.
 Libi' Te-
 nen'

Tenen' per
 Indentur'

Mia'

Customar'
 Tenen.

Mia'

Obis' Wills'
 B.

Obis' Ed'ri
 A.

Qui Jurat' & On'at super Articulos dict' Cur' Baron' tangen'
 dic' super Sacrum Suu' quod Thomas A. Will'us B. Joh'es C.
 &c. Sunt Liberi Sectator' Maner' pred' qui debent Secta' ad
 hanc Cur' & fecer' Defalt' l'o ipsi sunt in Mia. 12 d.

Et ult'ius present' quod Abrah'us B. comp. Will'us C. comp.
 Joh'es D. comp. Hen'cus E. comp. Ric'us F. est. Thomas G. est.
 Joh'es H. exc. Jacobus J. vi d. &c. Sunt Tenen' per In-
 dentur' Man'ij pred'. Qui debent Sectam ad hanc Cur' l'o
 quilib't eor' faciend. Defalt' & non Effson' est in mia' prout
 patet super Capita eor' cujuslib't.

Et ult'ius present' quod Will'us B. comp. Joh'es C. comp.
 Thomas D. comp. Abrah'us E. comp. Thomas F. vi d. Ed'rus
 G. est. Will'us H. exc. Joh'es J. comp. Abrah'us K. comp. Tho-
 mas L. comp. Will'us M. vi d. Petrus N. exc. Joh'es O. vi d.
 &c. Sunt Customar' sive Tenen' per Cop. Rotulor' Man'ij
 pred'. Qui debent Sect' ad hanc Cur' l'o quilib't eor' faciend.
 Defalt' et non Effson' est in mia' prout patet super Capita eor'
 cujuslib't.

Et ult'ius present' quod Will'us B. nup. un' Tenen' Man'i
 pred. Obiit post ult' Cur' Man'ij pred. Tent' per cujus Mort'
 accid. Dno' pro Heriot' un' vac' &c. Quodq; Thomas B. est
 prox' Tenen' in Rev'con' qui quid'm Thomas presens est hic in
 Cur' Admissa est Tenen' & fecit D'no fidelitat'.

Et ult'ius present' quod Ed'rus A. qui de D'no tenuit pro
 t'mino vit' suæ per Cop. Rotul. Cur' Man'ij ibid. Un' Te-
 nement' ac Septem acr' terr' & Commun' Pastur' pro tri-

ginta

ginta Oribus, &c. Obijt post ult' Cur' Man'ij illius tent' Per
cujus Mortem accid. D'no Un' Heriot' 34. Et quod Premiss.
reman' in Manus D'ni.

Et ult'ius present' quod Tenement' Thome D. in Decasu
est Et Ordinari' est quod pred' Thomas Reparar' Tenement' Pen' Poit.
suum ante Secundu' Diem Februarij prox. Sequen' Sub pen'.
vjs. viij d.

Et ult'ius present' quod Edr'us F. fecit Incrochiament' super
Commun' pertuin' D'no Man'ij &c. Et Ordinari' est quod pred'
Edru' F. Patefac' Incrochiament' pred' Ante Fest'm pred' Pen' Poit.
Spa' xs.

Et ult'ius present' quod Will'us G. Erexit Un' Cottagiū
super vastum D'ni Man'ij absq; quatuor Acris terre eid'
Cottag. annex. & sine Licenc' D'ni Man'ij &c. l'o foris fac' Pen' Poit.
pen', &c.

Et ult'ius present' quod Joh'es H. & Will'us J. custodiver'
seperal' Canes venaticos (ang'le Greyhounds) Et ordinari' est
quod Canes ill. Seisiti erint ad opus & usum D'ni Man'ij *Ordo fit.*
pred'.

Ordinari' est quod pred' Joh'es H. Escuraret & Purgaret
Fossam suam int' quodd'm vicu' voc', &c. et quend'm Rivulu'
voc', &c. Et pred' Will'us J. bon' sufficien' omnes metas
faceret contra Claus. voc', &c. Ante secundu' Diem Fe- *Ordo fit.*
bruarij prox. venien' Spa' xv s.

Ad hanc Cur' Domini Man'ij pred' concesser' Licenc' *Licenc'*
Joh'i A. Gen' ad Dimittend' omnia & sing'la Customar' Mes- *Dimitt.*
suag' terra & Ten'ta suaz infra Maner' pred' alicui Persone vel
Personis pro aliquo t'mino Annor' non exceden' t'min' vi-
gint' & unius Annor' computand. a Festo, &c. prox. Sequen'
si Stat. pred' Joh'is de & in ead'm tam diu continuer', &c.

Ad hanc Cur' venit Thomas B. & cepit de D'no in pred' *Concessio*
Cur' Un' Dom' habitabil' cum Gardino adjacen' cont' per Thome B.
Estimacon' Un' Acr' nup. Parcel. Customar' Tenen' Joh'is L.
& per ipsu' Joh'em cum Tenement' pred'. Sursum redd' in
Manus D'ni *Habend' & Tenend'* Dom' & Gardino' pred'
cum su' pertinen' prefat' Thome B. pro vit' Willi' B. fil' dict'
Thome Joh'is B. fil. &c. Geo. C. &c. pro t'mino vitar' eor'
& eor' alter' diutius successive viven' ad voluntat' D'ni se-
cund. Consuetud' Maner' pred' Per Redd. inde per Annu'
&c. Ac per omnia al' Redd. On'a Opera Sect. Consuetud.
& Servic' inde prius debir' & de Jure Consuet. Ac pro tal'
Stat. & Ingr'u sic in Premiss. Habend. prefat' Thomas B.
Dat D'no de Fine, &c. premanibus solur' Et sic admissus est
inde Tenen' & fecit D'no fidelitar' sed fidelitar' alior' re-
spectuantur quousq; &c.

Ad

*Concess' in
Rev'con'*

Ad hanc Cur' venit Will'us C. & cepit de D'no extradicon' Egidij J. Gen' Seneschal' ibid. secund' consuetud' dicti Man'ij Rev'con' unius Messuagij, &c. infra Maner' pred' cum pertin' nunc in tenur' Thome D. *Habend' & Tenend'* Rev'coem' pred' necnon Messuag' pred' prefat' Will'o C. & Edr'o C. fil' ejus pro t'mino vitar' suar' & vit' eor' diutius viven' secund' Consuetud' Man'ij pred'. Statim & immediate cum post mort' fursu' reddit' sive Forisfactur' pred' Thome D. acciderint aut alit' cum ad Manus D'ni premissa evenire contiger' Per Redd. inde per Ann. 4 s. cum accid't ac per o'ia al' Redd. On'a Opera Consuetud' & Servic' inde prius debet' & de Jure Consuet. Et pro tal' Stat. & Ingr' sic inde Habend' prefat' Will'us Dat D'no pro Fine, &c. Premianib' solut' Et sic Admiss' est inde Tenen' ut in Rev'con' & fidelit' respectuat' quousq' dict' Rev'co' acciderit.

*Sursum redd.
& Concess.
in Rev'con'*

Ad hanc Cur' venit Jacobus D. & sursum redd' in Manus D'ni per Manus Seneschal' pred' Secund' Consuetud' Maner' pred' Rev'conem unius Tenementi & C'li terre vocat', &c. continen', &c. (sive plus, sive minus) Ac tot' Stat. Jus Titulum, Interesse, Clam' & Demand' pred' Jacobi de & in Premiss' pred' cum pertin' Virtute Cop. Rotulor' Cur' geren' Dat, &c. Unacum Copia pred' cancelland' & vacand. Et super inde Postea ad istam eand' Cur' revenit pred' Jacobus D. & cepit de D'no pred' extradicon' Seneschalli pred' secundu' Consuetud' Maner' pred' Rev'conem om'ium & sing'lor' p'missor pred' cum pertin' (Except' & omnino Reservat' Dom. Man'ij pred' Hered. & Assign. suis omnib' Carbon' & Carbon' Minerijs de in & super Premiss. pred' aut aliqua inde Parcell. cum potestat' effodiend. pro eisd'm & capiend' & vehend' easd'm omnibus viis & modis ad liberat' D'nor' Man'ij pred' Hered. & Assign. suor' pro tempore & ad om'ia tempora) *Habend' & Tenend'* om'ia & singula Premissa pred' cum pertin' (Except' pre Except') prefat' Jacobo D. & Marie ux' ejus pro t'mino vitar' eoru' & alterius eor' diutius viven' successive secund'm Consuetud' Man'ij pred' immediate prox. post mortem sursum redd. Forisfactur' vel al' Determinacon' tal' Stat. qual' Joh'es D. modo habet in Premiss. pred' pro t'mino vite sue, Reddend' inde Annuatim *vi s. viij d.* Ac un' Heriot' cum acciderit, Et om'ia al' On'a Opera Consuetud' Redditus & Servic' inde prius debet' & de Jure Consuet. Et pro tali Statu' sic in Premiss. Habend' prefat' Jacobus D. Dat. D'no Man'ij pred' de Fine, &c. Et sic prefat' Jacob' D. & Maria ux. ejus Admiss. sunt inde Tenentes in Rev'coe sed fidelitas eoru' respective respectuantur quousq', &c.

Exceptcon'

Entry

Entry in the Roll of a Hundred Court-Leet held singly.

Maner. } Cur' vis. Franc. plegii prenob. Thome Domin'
de } A. ibid. Tent. Die &c. Coram Agidio J. &c.
A— }

Ball'us, Hen'cus A.

Constabular', Abrah'us B. venit ad Officiu' su' exequend.
 & Jur' ad Presentand.

A. Willus C. Decennar' ibid. venit plene cu' tot' Decenn' su'
 & dat D'no de Cert. Redd. ad hunc Diem debit' vi s. viii d.
 Et Jur' ad presentand.

B. Joh'es D. Decennar' ibid. venit plene cum tot' Decenn'
 su' & dat' D'no de cert' Redd. ad hunc Diem debit' v s. Et Jur'
 ad presentand.

C. Thomas E. Decennar' ibid. venit plene cum tot' De-
 cenn. &c.

Jur' pro D'no Rege.

Andreas A.
 Will'us B.
 Joh'es C.
 Lawrenc' D.
 Georgius E.
 Will'us F.

}

Jur'

Joh'es G.
 David' H.
 Ric'us I.
 Petrus K.
 Franc'us L.
 Thomas N.

}

Jur'

Imprimis Jur' pred. dicunt super eor' Sacram' quod Joh'es Resciant,
 A. iii d. Ric'us B. iii d. Georgius C. iii d. Joh'es D. iii d. Will'us
 E. iii d. Ric'us F. iii d. Georgius G. iii d. Petrus H. iii d. Joh'es
 I. iii d. Franc'us K. iii d. &c. Sunt Resciantes infra Precinct' viiss'
 Franc' pleg' pred' Et ad hunc Diem fecerunt Defaltam Ideo
 quilibet eor' misericordia ut patet super eorum capita.

Item, Present' qd A B. Elect' est ad hanc Cur' per Jura-Constabu-
 tores pred' in Offic' Constabular' pro Anno Sequen' Et ipse lar. Elect.
 Jur' ad Exequend' Offic' pred'.

Item, Present' quod B C. Elect' est ad hanc Cur' per Jurato- Decennar'
 res pred' in Offic' Decennar' ib'm pro Anno Sequen' Et ipse Elect.
 Siliter' Jur' ad Exequend' Offic' predict'

Item, Present' quod C D. Decennar' de Decenn' Decennar'
 &c. non est hic ad visum Franc' pleg. ad present' id Defalt.

quod ad Officiu' illud pertinet sed fecit Defaltam Ideo ipse in m'ia vi s. viii d.

Affraia.

Item, Present' quod E F. fecit Affraiam infra Jurisdictionem hujus Cur' & traxit Sanguinem in & super Corp. A B. &c. Ideo ipse in m'ia xlii s. iv d.

Tipulator'

Mulier'

Male

fama.

Item, Present' quod G H. est communis Tipulator & permittit pertubaciones in Domo sua contra Statutum— Et quod I K. vidua est communis Hospitatrix & Receprix Meretricum & Mulierum Malæ famæ & Conversationis ad grave Nocumentum vicinorum suoru' Ideo Amerciatur xx s.

Escapin'

Item, Present' quod cum quid' I K. de &c. pred' Yeom' capt' fuit & Arrestat' pro Suspect'one cujusd'm Felonii & in Cippis posit' quid'm L M. de &c. pred' tali Die & Anno &c. apud &c. pred' predict' Cippos vi & Armis ac Felonice fregit & pred' I K. ad tunc & ibid' Evadere. & ad largum ire permisit contra Pacem, &c.

Feloniam.

Item, Present' quod L M. de &c. (tali Die, &c.) apud &c. infra Jurisdic't' hujus Cur' vi & Armis &c. contra Pacem Dom. Reg. nunc &c. Clausu' N O. apud &c. pred' fregit & Intravit & un' &c. de bonis & Catallis ipsius N O. ad tunc & ibid' invent' felonice cepit & asportavit Ideo Precept' est Ballivo Seisfire omnia terras & Ten'ta bona & Catalla pred' N O. ut respondeat pro eis D'no ist' Maner'.

Entry of a Court Baron held singly,

Maner' de } Curia Baron' Man'ii pred' ibid' Tent' pro & in
A— } no'ie prænob' Thomz Dornin' A. Die &c. Co-
ram &c.

Efflon' - - - Ad hunc Diem Efflon' &c.

Querel' - - - Ad hunc Diem Querel' &c.

Homagium ibid.

Ed'rus A.
Will'us B.
Hen'cus C.
Franc'us D.
Joh'es E.
Ed'rus F.

} *Jur'*

Thomas G.
Will'us H.
Franc'us I.
Rob'tus K.
Joh'es L.
Georgius M.

} *Jur'*

Verdict'
Homag'

Qui Jurat' & on'at' sup. Articulos d'cam Cur' Baron' tangen'
dic' Sup' Sacrm' su' quod Thomas L. Ar' Will'us E. Gen'
Joh'es

Johes F. &c. Sunt Liberi Sectator' Man'ii pred' qui debent *Lib. Sectas.*
Sectat. ad hanc Cur' & fecer' Defalt' l'o ipsi sunt in m'ia
12 d.

Et ult'ius present' quod Thomas A. comp. Ed'rus B. comp. *Tenen' per*
Hen'cus C. comp. Maria D. vi d. Abrah'us E. vi d. &c. Sunt *Indent.*
Tenen' per Indentur' Man'ii pred'. Qui debent Sect' ad hanc
Cur' l'o quil'bt eor' facien' Defalt' & non Esson' est in m'ia *mia.*
prout patet Sup. Capita eorum cujuslib't.

Et ult'ius present' quod Joh'es A. comp. Petrus B. comp. *Customar'*
Will'us C. comp. Franc'us D. comp. Hen'cus E. vi d. Joh'es F. vi d. *Tenen'*
Ro'b'tus G. exc. Georgius H. vi d. &c. Sunt Customar' Tenen'
Man'ii pred'. Qui debent Sectam ad hanc Cur' l'o quil'bt eor'
facien' Defalt' & non Esson' est in m'ia prout patet super Ca- *mia.*
pita eorum cujuslib't.

Et ult'ius present' quod Tenement' Thome' B. in Decasu est
Et ordinat' est quod pred' Thomas Reparar' Tenement' suum
ante Secundum Diem Februarii prox' Sequen' sub pen' 15 s. *Pen. Poit.*

Et ult'ius present' quod Anna C. non reparavit Horreu' &
Stabulu' pertinen' le Tenement' suum &c. Secd'm tenorem
ordinis fact' ad ult' Cur' tent' pro Man'io pred' per quod ipsa foris
fecit Pen. Ordinis ill. ad 20 s. Et Ordinat' est quod pred' Anna
bene & sufficien' reparar' Horreu' & Stabulu' pred' Ante
Vicesimum primum Diem Martij prox. Sequen' sub pen' fa-
ciend. Defalt' ad foris faciend. 5 l. *Pen. Poit.*

Ordinat' est quod Joh'es D. bene sufficien' reparar' Domum
suam ante Festum Annunciaco'is beate Marie Virginis prox.
Sequen' sub pen' faciend'. Defalt' ad foris faciend. 20 s. *Pen. Poit.*

Ordinat' est quod Hen'cus E. Escuraret & Purgaret Aque-
cursum a quodam loco voc', &c. Usque ad, &c. Ante Fe-
stum, &c. Sub pen' 13 s. 4 d. *Pen. Poit.*

Et ult'ius present' quod Thomas F. &c. — Et Joh'em G.
Pro consimili delicto. *Pen. Poit.*

Et ult'ius present' quod om'ia alia sunt bene.

Afsee' { Thomas E. } Jur'
Will'us G.

Ad hanc Cur' venit Thomas A. & in plena Cur' cepit de *Nov. Con.*
D'no Man'ij pred' extradicon' Seneschal' pred', Revercon' *cess.*
unius Tenement' cum pertin' situat', &c. infra Maner' pred'. *Thome A.*
Habend' & Tenend' Premiss. pred' cum pertin' prelat' Thome
A. & Will'o A. fratri pred' Thome pro t'mino vitarum eorum
& vite alt'ius eor' diutius viven' successive secund'm Con-
suetud' Man'ij pred'. Statim & immediate post mortem sur-
sum redd' siue Forisfactur' Willi' B. vel quocunq' al' modo
Pre-

Premissa pred. ad manus D'ni devenire contigerint Per Annual' Reddit' un' Solid' & Sex Denar', Et per om'ia al' On'a Deb'a Consuetud. & Servic' inde prius debet' & de jure consuet' Et pro tal' Stat' in Premiss. Sic inde Habend' pred' Thomas, Dat D'no de Fine, &c. Et sic pred' Thomas A. Admiss. est inde Tenen' in Rev'cone sed fidelitas respectuatur quousq', &c.

Proviso.

Proviso semper quod licit' erit ad & pro pred', &c. D'no Man'ij pred' & Hered. & Assign. Suis & omnib' al' Person', ad quos ead'm Premissa pertinerent omnib' temporibus Anni, duran' t'mino pred' ire preterire & redire cum Equo sive Equis, vel aliquibus aliis quibuscunq' per & trans. Claus. vocat', &c. Parcel' Tent' pred'. Et si Thomas & Will'us, hoc facere recusaverint sive alter eoru' recusaverit quod tunc hec Presen. Concessio vacua erit.

Entry of a Court Baron held to Grant an Estate.

Maner' de A— } Cur' Baron' p'znob. Thomæ Dom. A. &c. ibid.
Tent' Die, &c. Coram, &c.

Homagium.

Will'us A. }
Hen'cus B. } *Jur'*
Carolus C. }

Sursu' redd' & Nov. Concess'

Ad hanc Cur' venit Will'us B. Customar' Tenen' Man'ij pred' & Sursu' redd. in manus D'ni Unum Messuagium sive Tenementum vocat'. &c. cum pertin' olim in Tenur' Joh'is C. defunct' & modo in Tenur' pred' Willi' B. ea Intentione quod Dominus volunt' suam inde facer' Super quam Sursu'redd. accid't D'no Heriot' quod compositum pro duabus libris & tribus Solid' Domino premanib' solut. Et ad istam eand. Cur' venit Joh'es B. fil' pred' Willi' B. & cepit de D'no Man'ij pred' extradicoe' Seneschal' pred' Premissa pred' cum pertin', Habend' & Tenend' Messuagium sive Tenementum pred' cum om'ibus & sing'lis suis pertin' prefat' Joh'i B. Anne ux' ejus, & Will'o fil' pred' Joh'is pro t'mino vitarum eorum & vite eor' alt'ius diutius viven' successive secund. Consuetud. Man'ij pred' Per Annual' Reddit' quinq' Solid'. Ac per om'ia al' on'a opera Heriot' consuetud' & Servic' inde prius debet' & de jure consuet. Et pro tali Stat' & Ingr' sic in Premiss. habend' Joh'es B. Dat D'no de Fine, &c. Et sic pred' Joh'es B. Admissus est inde Tenen' Et fecit D'no fidelit',

litar' sed fidelitat' Annæ B. & Willi' B. respectuat' quousq',
 &c. Et ult'ius ad hanc Cur' Domini Man'ij pred' per Senes-
 chal. pred' Dedet & Concesser' pred' Joh'i B. plenam Pote-
 stat' dimittere & ad firmam tradere Messuag' sive Tenement'
 pred' cum om'ibus & singulis suis pertin' alicui Personæ sive
 aliquibus Personis quibuscunq; ea capere volenti vel volen-
 tibus pro aliquo t'mino Annorum determinabil' super mor-
 tem pred' Joh'is B. Anne B. & Willi' B. Redden' Solven' Ob-
 servan' & perimplen' om'ia Reddit' On'a Opera Consuetud'
 & Servic' pro Permiss' pred'. Debit & Consuet'.

A Copy of Court Roll.

Maner' } *Ad Cur' Baron' prenob' Thome Domine A.*
 de } Tent' pro Man'io pred' Decimo Septimo Die Octo-
 A— } bris Anno Regni D'ni nostri Georgij Dei Gra'
 Magn. Britannia' Francia' & Hibernia' Regis Fidei
 Defensor' &c. Nono Annoq; D'ni 1722. Coram
 Ægidio J. Gen' Seneschal' ibid. Inter alia Irro-
 tulatur ut Sequitur

Ad hanc Cur' venit Will'us B. qui clamat tenere pro
t'mino vit' suæ & vitar' Joh'is & Annæ fil' ejus per Cop.
Rotulor' Cur' Maner' ibid. geren' dat' Sexto Die Aprilis
Anno Dm' 1697. Un' Tenement' cum pertin' infra Maner'
pred' nunc in tenura pred' Willi' B. Et illa om'ia & sing'la
ac tot' inde Stat' Titul' Interess' Possessio'em Rev'coem'
Clam' & Demand' tam ip'ius Willi' quam pred' Joh'is &
Annæ fil. ejus & cujuslib' eor' (unacu' Cop. inde fact'
cancelland' & ip'e Will'us B. Sol. Premiss. Perquisit. ex-
isten') in manus D'ni in pred' Cur' Sursumredd. ut D'nus
inde facer' voluntat' su' unde accidit D'no un. Herior' quod
includit' in Fine subscrip't Super quo in ista ead' Cur' revenit
prefat' Will'us B. & cepit de D'no in pred' Cur' extradit'one
'Senl' pred' Tenement' pred' cum pertin' Habend' & Tenend'
Tenement' pred' cum om'ibus & sing'lis suis pertin' prefat'
Willo' B. Joh'i & Elizabethe fil. ejus pro t'mino vitar' eor' &
eor' alter' diutius successive viven' ad voluntat' D'ni secund'
consuetud' Maner' pred', Per Redd. inde per Annum iij s. iij d.
Ac un' Heriot' cum accid't. Ac per om'ia al' Redd. onera
opera Sect' consuetud' & Servic' inde prius debit' & de Jure
consuet. Ac pro tali Stat' & Ingr' sic in Premiss. habend'
p'fat' Will'us B. dat' D'no de Fine Vigint' Libras premanibus
solut. Et sic pred' Will'us B. Admiss. est inde Tenen' & fecit
D'no fidelitat' sed fidelitas pred' Joh'is & Elizabethe fil. re-
spe-

524 *The PRACTISING ATTORNEY: Or,*

spectuantur quousq', &c. Dar' per Copiam Rotulor' pred' Cur' Die & Anno prius Suqradist'.

*Examinat' & Concord'
cum Rotulis Cur'*

A.

Per Regid. J. Seneschal' ibid.

*A Court-Baron of a Manor relating to Copyholds
in Fee.*

*Manor' } Curia Baronis hon'abil' Thomæ A. Mil' Domini
de } Maner' pred' Tent' pro Man'io pred' Die & Anno
A— } &c. Coram &c.*

Essex. Null.

Essex. Null.

Homagium.

*Will'us A.
Thomas B.
Franc'us C.
Ed'rus D.
Georgius E.
Hen'cus F.
Joh'es G.*

} Jur'

*Petrus H.
Thomas I.
Carolus K.
Joh'es L.
Will'us M.
Thomas N.*

} Jur'

*Tenants
not appear-
ing*

*Imprimis, Homagium pred' Presentant & Amerciant om-
nes Customar' Tenen' hujus Man'ii qui fecerunt Defalt' com-
parenc' ad hanc Curiam ad faciend' Sest' & Servic' Sua' ad
vi d. per eor' quemlib't Separatim.*

*Incroach-
ment on
the Waste.*

*Item Presentant' quod Will'us B. Incroachiavit super Vas-
tum Domini apud &c. in Longitudine vigint' virg' & in La-
titud' unius virg. l'o ipse in m'ia xlii s. iv d. Et ordinat' est
quod exponat' eand'm ante Festum Sci' Joh'is Baptiste prox'
sub pen' forisfac' D'no pro qualib't virg' vi s. viii d.*

*Digging on
the Lord's
Waste.*

*Item Presentatum est ad hanc Curiam quod Joh'es C. citra
ultimam Curiam effodit & inclusit parcel' vasti Dni' hujus
Man'ii abuttan' super terras Customar' pred' Joh'is jacen'
in &c. Quodque in casu pred' Joh'es non extraponat' pred'
Parcelлам Vasti Communie ex qua cepit eand'm ante primu'
Diem Decembris prox' futur' forisfac' D'no Man'ii pred'
xx s.*

Item

Item Presentatum est per Homagiu' quod post ult' Curiam *Trees lop-*
& ante hanc Curiam Thomas D. amputavit duas Arbor' *ped.*
crescen' super &c. Sine Licentia D'ni Man'ii pred' Ideo ipse
in m'ia est lili s. iv d.

Item Presentant' Will'us E. pro inclusione ejusd'm *Stopping a*
Com'nis venellæ ducent' a quodam loco voc' &c. usq; ad *Lans.*
quend'm Pontem vocat' &c. ratione cujus Terræ Tenentes
ad inde prope adjungen' impedit' sunt de Communia Pastur'
suz Et per inde in processu Temporis inde Passagiu' possit
denegar' & penitus amitt' Et in defectu non aperte Jacen' ven-
nellæ pred' ante Festum &c. Amerciant' pred' Will' E. ad xv s.

Item Presentat' est per Homagiu' pred' quod Joh'es F. qui
tenuit Libere de D'no hujus Man'ii unum Messuagiu' cum *Death of*
pertin' infra Maner' pred' Per Fidelitatem Sectam Cur' & Red- *a Freshhol-*
dit' per Ann. &c. citra ultimam Curiam obiit de tali statu *der.*
suo inde seiscit' Et quod quid'm Georgius F. est ejus Filius &
prox' heres Et ad hanc Cur' venit p'fat' Georgiu' F. & solvit
D'no pro Relevio vigint' Solid' Et fecit Fidelitatem.

Ad hanc Cur' presentat' quod Abrah'us G. unus Custo-
mar' tenen' hujus Man'ii citra ultimam Curiam tent' pro *Death of a*
Man'io pred' Obiit seiscit' de quad'm Tenement' Customar' & *Copyholder.*
Heriotabil' Jacen' &c. Et quod F G. est ejus fil' & prox' he-
res. Et quia pred' F G. non ven' ad hanc Cur' Tenement' pred'
extra manus D'ni Man'ii pred' Ideo ad hanc Cur' tres Procla-
mac'ones fact' fuer' primo tempore quod Pred' F G. veniret
ad hanc Cui' capere Tenement' pred' cum pertin' extra Ma-
nus D'ni Man'ii pred'.

Ad hanc Cur' Homag' pred' Presentant quod Joh'es H. *First Pro-*
unus Customar' Tenen' hujus Man'ii citra nltimam Curiam *clamation.*
obiit seiscitus de uno Customar' Cottagio & Pomario Situat' *to app.*
infra Maner' pred' Et quia nullus ven' ad inde fore admitten'
Ideo prima Proclamatio facta fuit &c.

Ad hanc Curiam Secunda Proclamatio fuit pro Thoma I. *Second*
ad veniend' in Cur' & esse Admittend' ad unum Cottagium *Proclama-*
& Sexdecim acras terræ ad inde pertin' Tent' de Man'io *tion.*
pred' ut Hered' L I. nuper defunct' Et non venit.

Ad hanc Curiam tertia Proclam' facta est quod Proximus *Third Pro-*
Heres Joh'is K. defunct' veniret hic in Cur' Admitti ad un' *clamation.*
Messuagiu' &c. que ei descender' per Mortem dict' I K. Sed
nemo venit Ideo Precept' est Balliv' Man'ii pred' seiscire fac'
premissa pred' in manus D'ni Man'ii pred'.

Ad hanc Cur' Homag' Present' quod L M. nuper un' Custo- *Death of a*
mar' Tenen' hujus Man'ii qui tenuit de D'no hujus Man'ii *Tenant,*
sibi & Heredibus suis ad voluntatem D'ni secund' consuetud' *and Ad-*
Man'ii pred' un' Customar' Messuagiu' sive Tenement' cum *mission of*
perin' &c. citra ultimam Curia' & ante hanc Cur' obiit inde *the next*
seiscit' *Hijr.*

seisit' Et quod T M, est ejus filius & prox' heres Qui presens hic in Cur' petit se Admitti Tenen' ad Tenement' pred' cum pertin' Cui D'nus per Seneschal' concessit inde Seisnam per virgam Habend' & Tenend' Tenement' pred' cum pertin' sibi & Heredibus suis imperpetuum Per virgam ad voluntatem D'ni Secundum consuetud' Man'ii pred' Et dat D'no de Fine &c. Admiss' est inde Tenen' & fecit fidelitat' &c.

*Surrender
and Ad-
mission, in
Fee.*

Ad hanc Curiam A B, unus Customar' Tenen' hujus Man'ii sursum redd. in manus D'ni per manus Seneschall. pred' totum illud Customar' Messuagiu' sive Tenementum &c. vocat' &c. ad opus & usum C D. Hered' & Assign' suor' imperpetuum Qui quid'm C D. Presens hic in Cur' humillime petit se admitti Tenen' ad Tenement' pred' cum pertin' Cui D'nus per Seneschallem pred' Concessit & Liberavit ei inde seisnam per virgam Habend' & Tenend' Tenement' pred' cum pertin' eid' C D. Hered. & Assign' suis ad voluntat' D'ni Secund' Consuetud' Man'ii pred' Et dat D'no de Fine &c. Admiss' est inde Tenen' & fecit Fidelitat' &c.

*Surrender
on Condi-
tion, in
Nature of
a Mort-
gage.*

Ad hanc Curiam Homag' Presentant quod C D. unus Customar' Tenen' hujus Man'ii citra ultimam Curiam & ante hanc Curiam scilicet die &c. Sursum reddidit in manus D'ni Man'ii pred' per manus &c. secundum Consuetud' Man'ii pred' totum illud Customar' Messuagiu' sive Tenementum cum om'ib' et sing'lis suis pertin' situat' jacen' & existen' &c. infra Man'ium pred' modo in tenura &c. Ad opus & usum E F. de &c. Hered' & Assign' suorum imperpetuum Proviso semper & sub hac Conditione quod si pred' C D. Hered' Executores Administratores sive Assign' suis solvant seu solvi faciant prefat' E F. Executorib' Administratorib' sive Assign' suis plenam summam Quinquaginti librar' bone & legalis Monete Magn' Britann' in vel super decimum diem Octobris prox' sequen' sursum redd' pred' ad domum Mansional' ip'ius E F. Situat' &c. absque fraude sive dilac'one Quod tunc Sursum redd' pred' foret vacua & nullus effectus Alii' Remanere in pleno Robore & Effectu.

*Surrender
to the Use
of a last
Will.*

Ad hanc curiam compertum est per Homag' pred. quod E F. Gen' unus Customar' Tenen' hujus Man'ii citra ult' Cur' &c. Sursum redd' extra Curiam in manus D'ni Man'ii pred' per manus G H. et I K. duor' Customar' Tenen' ejusd'm Man'ii in presentia L M. Ballivi D'ni Man'ii pred' totum illud ejus Messuagiu' sive Tenementum cum pertin' tenet' de Man'io pred' Et que modo sunt vel aliquando fuer' vocat' &c. Situat' & existen' infra Maner' pred. Ac etiam om'ia alia Customar' Terra Tenementa & Hereditamenta quocunq' pred' E F. & per ipu' tenet' de Man'io pred

pred. ad opus & usum Testamenti & ultime Voluntatis in Scriptis ipsius E F. & tal' Personar' sive talis Persone & eorum sive ejus Hered. quibus vel cui idem E F. per tal' Testamentum sive ultimam Voluntat. sua' devisaret eadem.

Compertum est etiam per Homagium ibid. quod G H. qui *Present-* tenuit sibi & Heredibus suis de Dom' hujus Man'ii Secundu' *ment of a* Consuetud. Maner' pred. unu' Messuagiu' sive Tenement' vo- *Surrender* cat' &c. infra Maner' pred. citra ult. Curiam & extra Curiam *and Settle-* sursum reddit in manus D'ni &c. pred. Messuag' sive Tene- *ment in U-* mentu' & cetera premissa pred. cum pertin' Ad opus & usum *ses of Copy-* pred. G H. & Hered. & Assign. suor' usque ad Solemniza'con' *hold* cujusdem intens. Maritag. (Permissione Divina) cito habetur *Lands.* & solemnizatur inter I H. fil' & hered. Apparen' pred. G H. ex una parte & I K. de &c. ex alter' parte. Et ab & immediate post Solemniza'con' ejusdem Maritag' Tunc ad opus & usum pred. G H. pro & durante Termino Vite sue Naturalis Et ab & immediate post ejus decessum Tunc ad opus & usum E. Uxor ejus pro & duran' Termino Vite sue Naturalis Et ab & immediate post decessum ipsoru' G H. & E. uxor' ejus & decessum eoru' superviventis Tunc ad opus & usum pred. I H. pro & durante Termino Vite sue Naturalis Et ab & immediate post decessum ipsoru' G H. & E. uxor' ejus & I H. & decess. eorum superviven' Tunc ad opus & usum pred. I K. ux' sue intens. I H. pro & durante Termino Vite sue Naturalis Et ab & immediate post decessum ipsoru' pred' G H. & E. ux. ejus I H. & I. ux. sue intens. & decessum eorum superviven' Tunc ad opus & usum hered. de Copore pred. I H. super Corpus pred. I. legitime procreat. vel fore procreand. Et pro defectu talis exitus Tunc ad opus & usum Hered. & Assign. pred. I H. imperpetuum Tenend. de D'no per Virgam ad Voluntatem D'ni sec'dm Consuetud. Man'ii pred. Qui quid'm G H. & E. ux. ejus citra ult. Cur' obierunt E modo ad hanc Curiam venit pred. I H. in propria Persona sua & petit se Admitti ad pred. Messuag' sive Tenement. & cetera premissa pred. cum pertin' Cui Domin. per Seneschal. suum concessit inde per Virgam Seisinam Habend. & Tenend eidem I H. & Assign. suis pro Termino Vite sue Naturalis Remanere inde prout superius limitatur Ac Tenend. de D'no per Reddit' per Ann' &c. & alia servitia inde prius debit' & de Jure Consuet' E dat D'no de Fine &c. fecit Fidelitat. & Admiss. est inde Tenen'.

A Court of Survey of a Manor.

Maner' de A } Cur' Baron' & Cur' supervis. Thomæ A. Ar' Dom' Man'ii pred. ibid. Tent. Die &c. Coram &c.

Esion. - - Ad hunc Diem Esion, ut patet postea.

Querel. - - Ad hunc Diem Querel Null.

Homagium ibid.

Ric'us A.
Will'us B.
Thomas C.
Ed'rus E.
Fran'cus F.
Joh'es G.
Will'us H.

}

Jur'

Thomās I.
Ri'cus K.
Joh'es L.
Will'us M.
Petrus N.
Joh'es O.

}

Jur'

Qui jurat. & on'at super Articulos dic'am Cur' tangen dic. super sacrum. suum q'd &c. ——— (Here set forth the Presentment of the Defaults in Appearance of the Tenants, Freeholders, Leaseholders and Copyholders.)

Et ult'rius presentant pro Custumis hujus Man'ii prout sequitur viz.

Imprimis, Quod Cur' Let. & Cur' Baron. teneri debent infra Man'ium pred. super Diem Martis in qualibet septimana Paschæ &c. Annuatim.

Item, Quod ad hanc Cur' Tempore in cujus contrar' Memoria Hominum non exist. Constab. & Decennar' Elect. fuerunt pro illa Parte Paroch. de &c. que jacet infra Man'iu' pred. nec non un' Decennar' pro &c. Et un' pro &c.

Item, Quod quilibet Tenens. customar' Arbores super Tenement' suu' crescen' defecare possit absq; Licentia D'ni.

Item, Quod Homag' Jur' ad quamlib' Cur' super eor' visu' alicujus Nocument' vel Incroachment. inter Tenen' Customar' per Mult' sive pen' redigere valeant.

Item, Quod super Visum & Presentament. per Homag' quod aliqu. customar' Tenement. sit in decasu si Tenens hujusmodi Tent' illud infra tal. Tempus convenien' qual. Homag. propterea appunctuavit non reparabit Tenement. su' sic in decasu D'no forisfacit.

Item,

Item, Quod duo Tenentes Customar' jurat' vel alter' eor' unacum Balliv. Man'ii pred. sursum reddition'es in extremis tant. capere possunt quodq; null. al. preter Seneschal. Domin. per Paten' vel ejus deputat' sursum redd' extra Cur' cap. possit.

Item, Quod omnes Admisiones per Domin' dat' extra Cur' necnon omnes sursum reddit' per ipsos sic cap. Homag. ad prox. Cur' communicari debeant.

Item, Quod omnes Sursum redd. per Seneschal. vel ejus deputat. seu per Tenentes Jur' capt. ad Cur' prox sequen' Cap' con' hujusmodi sursum reddicon' presentari debeant.

Item, Quod Feoda Cur' sunt prout sequit' (vix.) pro qualib' t sursum redd. ac Admissione in Cur' vj. viij d. &c.

Quodque &c. ——— (Insert all the Customs of the Manor.)

Et ulterius present. q'd Will'us B. nuper un' Customar' Tenen' hujus Man'ii un' Messuagio &c. intra Maner' pred. obiit post ult. Cur' Man'ii illius per cujus Mort. accid. D'no &c. Et q'd Anna B. est prox. in Rev'cone pro termino viduitat. sue secund' Consuetud. Man'ii pred. Que quid'm Anna B. cum Maria B. presens hic in Cur' & sursum redd. Premiss. pred. in manus D'ni Et pred. Anna B. de novo Cepit Permiss. pred. per Chartam a Dom' Man'ii pred.

Here the Grants, if you have any, are to follow; And then your *Survey of the Tenants' Leases and Copies*, which is made after this manner:

A B. bought a Lease dated &c. whereby G A. Esq; in Consideration of the Sum of &c. Granted to him a Messuage or Tenement To Hold for the Term of &c. under the yearly Rent of &c. And &c. for an Heriot.

All the Lives are in being.

C D. bought a Lease bearing Date &c. whereby &c. in Consideration of the Surrender of a former Lease determinable on the Deaths of &c. And in Consideration of the Sum of &c. demised and granted to him the said C D. one Messuage and ten Acres of Land with the Appurtenances To hold for 99 Years: If he the said C D, E. his Wife, and F. his Son; so long live, Rent, 13 s. 4 d. Heriot best Beast or Goods.

C D. and E. are living, and F D. is dead.

E F. brought a Copy of Court-Roll, dated &c. whereby &c. Granted to him a Tenement with the Appurtenances called &c. Situate in &c. To hold for the Life of the said E F. and of

M m

G F.

G F. and T F. his Sons successively, Rent &c. For the Fine of 30 l.

All the Lives are living.

G H. brought a Copy dated &c. Granted by &c. on the Surrender of a Life in being of a Messuage or Tenement &c. then in the Tenure of &c. To hold the Reversion of the said Tenement from the Death, Surrender, or Forfeiture of &c. unto the said G H. and I H. for their Lives successively, under the yearly Rent of &c. And &c. for a Heriot when it shall happen, Fine &c.

G H. only living, who is the Wife of &c.

I K. sent a Copy of Court-Roll dated &c. whereby &c. in Consideration of the Fine of &c. Granted one Tenement in &c. with the Appurtenances, To hold for the Lives of the said I K. T K. and R K. successively Under the Rent of &c. And the best Beast or Goods, or in Lieu thereof 3 l. 10 s. for a Heriot.

All the Lives are dead, except I K.

L M. produced a Copy granted by &c. of one Messuage &c. to T M. To hold to the said T M. and L M. and A M. his Sons for their Lives successively, according to the Custom, under the Rent of &c. Fine &c.

L M. only living, the others are dead.

N O brought a Copy &c. — And so proceed until you have Surveyed all the Leases and Copies: And at the left hand Corner of the Copies, and the right hand Corner of the Leases, at the bottom, put down the Time when surveyed, and your Name, thus:

6^o Octobris 1723.

Surveyer per G I. Sen. ibid.

Articles to be given in Charge, at a Court of Survey.

Imprimis, You are to Enquire, who have, or are suspected to have, or keep back any of the Lord's Evidences, Court-Rolls, Rentalls, Books of Survey, or other Writings whatsoever concerning this Manor, And who have been Stewards of the said Manor, within the Time of your Remembrance.

2. Item,

2. *Item*, That you inform what Limits and Bounds belong to the said Manor, and what Lords are bounding thereupon, and whether they Inroach upon the Lands of the Lord of the said Manor.

3. *Item*, That you set forth the Freehold Lands and Tenements within the said Manor, and who are Freehold Tenants, what are their Names, and the Freehold Rents they severally pay to the Lord of the said Manor: If any Alienations or Alterations have been made of any Freehold Lands within or belonging to the said Manor; and what is due to the Lord upon such Alienation or Alteration: And what Houses or Tenements of Freehold are now standing, or have been decayed within the said Manor; by whom, and when they were so decayed, what Lands do or heretofore did belong to every such House or Tenement, and what Lands have been sold from the said Houses, and to whom.

4. *Item*, How many Copyhold or Customary Tenants are within or belonging to the said Manor, and what be their several Names; And what Messuages Lands or Tenements hath every such Copyholder or Customary Tenant, what are their several Quantities and Qualities, with their yearly Values, where they do lie, and how they are abutted, and by what Rents and Services doth every such Copyholder hold the same. Whether any of the Copyholders within the said Manor have Bargain'd or Sold any of their Copyhold Lands, and what are such Lands and Tenements so Bargain'd and Sold, yearly worth, and where do they lie Whether any Copyholder or Customary Tenant hath let his Copyhold or Customary Lands without the Lord's Licence; And whether any Persons enjoy any Copyhold Land, not having a Copy or Grant thereof from the Lord of the said Manor, and what be their Names, and the yearly Value thereof.

5. *Item*, What Tenements or Cottages are lately built within the said Manor, holden at Will, or Sufferance, or by Copy of Court-Roll; and who be the owners or Occupiers thereof, what Rents do they yield and pay for the same, and what Lands do belong to every such Tenement or Cottage, and how long since have any such Tenements or Cottages been built, and what Commonage do they challenge to the same, and by what Right, And what is the Name of such Common or Commons they challenge Commonage in.

6. *Item*, What Demefne Lands are belonging to the said Manor, and where do they severally lie; And how they are abutted, and what be their Quantities and Qualities, and their yearly Value; And what are the Names of them that

LAWYER'S OFFICE

The PRACTISING ATTORNEY: Or,

have them in Farm, Possession, or Occupation; And for what Consideration do they severally hold the same.

7. *Item*, What Lands, Tenements Rents, Services or Customs, within or belonging to the said Manor are with-holden concealed or substracted from the Lord of the said Manor, by whom and when were they so with-holden concealed or substracted, what are the Lands Tenements &c. And the several yearly Values &c.

8. *Item*, What Heath-Grounds, and Sheep-Folds are within or belonging to the said Manor, how are they situated and bounded, and how many Acres do they contain, and how many Sheep &c. will the same yearly maintain and keep, and what other Privileges belong to the same, with the yearly Value. And whether any do justly Claim or Hold any Land that lies within the said Heath-Grounds, &c. And by what Right do they Hold or Claim the same; And how much are the Lands holden, where they do lie, and how abutted &c. And what be the several Names of the Occupiers.

9. *Item*, What Commons, Commonable Grounds, and Waste Land are within and belonging to the said Manor, and what be their several Names; how are they situated, moered, or bounded; And how many Acres do every such Common Commonable Grounds and Waste Lands contain; And who can and do justly claim or pretend to have any Common of Feed in the said Commonable Grounds, and Waste Lands, and what be their several Names and Claims therein.

10. *Item*, What Inclosures and Incroachments have been made at any Time heretofore, and now being in upon or out of the said Commons, Commonable Grounds and Waste Lands, by whom, where, and when they were made, And what Quantity, and by what Right, or pretended Right, they did or do hold the same.

11. *Item*, What Plantings or Trees are now and have been heretofore set or growing upon any of the Commons belonging to the said Manor, by whom they have been so set or planted, And what be the Houses or Tenements to which they belong; What Number of Plantings or Trees do the Occupiers of such Houses challenge, And by what Right; and who have Lopped or Felled Sold or Converted to their own use, any such Trees, and for how much or what Acknowledgment do they or any of them hold the same.

12. *Item*, What Liberties, Freedoms, Franchises, and Royalties do belong or appertain to the said Manor; And what Profits may be yearly or otherwise made or raised by the Lord thereby.

13. *And Lastly*, To Enquire and Certify who shall neglect, or refuse to bring in and shew forth their Deeds, Evidences and Writings, for manifesting the Premises, and perfecting the Survey of the Manor aforesaid.

A Custom-Roll of a Manor.

Manor } *The Customs* of the Manor of *A.* in the County
de } of *etc.* Set down by the Oaths of the Tenants of
A— } the said Manor, at a Court of Survey there holden
 by *etc.* Lord of the said Manor, the Day and Year,
etc.

Imprimis, That the Bounds of the said Manor begin at *etc.* and thence lead to *etc.* on the *East*; thence to *etc.* on the *North*; thence to *etc.* Or that the said Manor is bounded on the *North* with *etc.* On the *South* with *etc.* On the *East* with *etc.* And on the *West* with *etc.*

Item, That all manner of Royalties within the said Manor, of Right belong to the Lord of the said Manor, and to none other Person or Persons whatsoever.

Item, That every Freeholder within the said Manor ought to make his Appearance at the Court there holden Yearly, otherwise, without lawful Excuse, to be Amerced: And that every Customary Tenant ought also to make his Personal Appearance at the Court Leet and Court Baron, as often as they and every of them shall be summoned, otherwise, without lawful Excuse, to be Amerced.

Item, That the Bailiff, Tythingman, Tenants, and Homage within the said Manor, upon the Death, Surrender, or Forfeiture of any Tenant within the same Manor, ought to view the Decay of his Tenement, and if any be, to Present the same at the next Court.

Item, That every Tenant by Copy of Court Roll may have three Lives in his Copy, *viz.* the Man, his Wife, and one other, or two others; And if the Husband departs this Life, the Wife named in the Copy for Term of her Life may marry again, and hold the Tenement during her Life; but if it happen the Wife dies before her Husband, the Husband marrying again, that Wife can have but her Widowhood by the Custom,

Item, That if any be taken Tenant in any Tenement within the Lord's Court by the Steward there appointed in the Absence of the Lord, the Parties so taken Tenant by the said Steward, shall quietly enjoy the same during their Term specified in the Copies, according to the Custom.

Item, That any Man once taken Tenant in any Tenement by the Steward of the Court in the Presence of the Homage, by the Lord's Consent, and having a Copy, altho' by Reason of the Absence of the Lord the same be not Signed, yet the Tenant having such a Copy, shall enjoy the Tenement according to the Custom of the Manor.

Item, That no Tenant within the said Manor can sell, fell, or cut down any Oak or Ash, standing or growing upon their Tenements, at any Time to their Pleasure or Commodity, as holding of the said Manor, without Licence of the Steward or Bailiff, or some other Officer assign'd by the Lord of the said Manor, upon Pain of Forfeiting his or their Tenement so offending.

Item, That every Tenant within the said Manor may use the Elms standing and growing upon their Tenements at any Time to their Pleasure and Commodity, without any Denial, Provided they bestow the same Elms upon the Reparations of their Tenements.

Item, That all the Customary Tenants within the said Manor ought to have upon the same sufficient and necessary Fire-Boot, &c. every Year twice, viz. At the Feasts of &c. Every such Tenant paying Yearly unto the Lord of the said Manor, at the Feast of &c. 6d. And if the Bailiff, or other Officer appointed by the Lord, refuse to deliver the said Wood and Boots, then in the Presence of two honest Men the Tenants may take it themselves.

Item, That every Customary Tenant and Cottager within the said Manor may at their Will and Pleasure take, dig, and cut Turf, Heath, and Furz, in and upon the Lord's Common and Waste Grounds within the Precinct of the said Manor, And for such Sufferance and Licence, they and every of them shall pay Yearly to the Lord's Use, 6d.

Item, That all the Customary Tenants within the said Manor ought to have Common of Pasture for their Cattle and Sheep in &c. Common, And for such Common of Pasture they are to Drive the Common Yearly, and bring all such Cattle there being from Time to Time as often as they shall be thereunto required by the Lord of the said Manor, or his Assigns.

Item

Item, That if any Strayers of Sheep and other Cattle, shall come and happen in the said Manor, and there remain the Space of One Year and a Day, without lawful Claim of the Owners; That then the Tenant in whose Keeping and Possession such shall be, shall pay at the Feast of *etc.* the Sum of 1 s. *etc.* for every Sheep, and have the same; And every other Cattle, being in the Custody of them or any of them, to be and remain to the only Use of the Lord, if they prove Strays.

Item, That no Tenant of the said Manor can dwell from his Tenement for the Space of One Year and a Day, without the Licence and Consent of the Lord of the Manor, Upon Pain of forfeiting his Estate.

Item, That every Customary Tenant holding by Copy of Court Roll, or otherwise, ought to pay his or her Rents due to the Lord of the Manor, within, *etc.* Days next after the Feasts of *etc.*

Item, That no Tenant within the said Manor may or can sue another out of the Court of this Manor, if the said Court can hold Plea of the Action, without Licence from the Lord first had and obtained: The Pleas of this Court are, an Action of Debt not above One Pound Nineteen Shillings and Eleven Pence Three Farthings; And an Action upon the Case, or of Trespas, in Damages not above the same Sum: And if any offend herein, to be Presented and Amerced.

Item, That the Bailiff or Tythingman shall yearly, within the said Manor, nominate and chuse two honest and discreet Men, of the Customary Tenants, to be Sworn by the Steward, without Partiality, to Assess all Amerciaments happening at any Court Baron, and Presented by the Homage against any Person or Persons Tenants of the said Manor.

Item, That at the Death, Surrender, or Forfeiture of any Copyhold Tenant, the Bailiff and Tythingman, with the Homage and Tenants, shall take and chuse the best Goods living of the Party so deceased, as Ox, Cow, Horse, Mare, *etc.* for and in the Name of an Heriot; but if there be no such Living Beast, then to chuse the best Dead Goods for the Lord's Use.

Item, That every Copyholder being principal Taker, having in his Copy two or three Lives, may at any Time, the Lord of the Manor consenting, Exchange any one of the said Lives, or all of them, so as such Lives have not been at first chargeable with the Payment of the Fine, or any Part thereof.

Item, That the Lord of the said Manor cannot take in and Inclose any Part of the Common, and Demise the same to any Tenant, without the Consent of the Homage.

Jurat coram me Dis &

Anno Supradict.

GJ. Sen. Manor' pred.

A B.

CD.

EF.

GH.

JK.

LM.

NO.

PQ.

RS.

TV.

WY.

TS.

LW.

Jur

PRECEDENTS of Chattle, and Freehold Leases, &c.

A Chattle-Lease for Ninety nine Years, if three Lives live so long.

*Chattle
Leases.*

THis Indenture made, &c. Between A B. of &c. of the one Part, and C D. of &c. of the other Part, Witnesseeth, that the said A B. as well for and in Consideration of the Surrender of a former Lease granted by &c. unto the said C D. of the Messuage or Tenement and Premises herein after demised for the Term of 99 Years determinable on the Deceases of &c. As also for and in Consideration of the Sum of &c. to him the said A B. in Hand paid by the said C D. at and before the Sealing and Delivery of these Presents, The Receipt whereof, he the said A B. doth hereby acknowledge, And thereof doth Acquit and Discharge the said C D. his Executors Administrators and Assigns, by these Presents, *Have* Demised, Granted and to farm Letten, And by these Presents doth Demise Grant &c. unto the said C D. All that Messuage or Tenement &c. with all Houses Outhouses Ways Waters and Appurtenances &c. (Except all Timber Trees and young Trees fit and proper to be raised and preserved for Timber Trees now standing growing or being or which shall hereafter stand grow or be in or upon the said Premises or any Part thereof

thereof with free Liberty for the said A B. his Heirs and Assigns to fell cut down take and carry away the same at all seasonable Times) To have and to hold the said Messuage or Tenement and Premises above Granted and every Part and Parcel thereof with the Appurtenances (Except before Excepted) unto the said C D. his Executors Administrators and Assigns, from the Day of the Date of these Presents, for and during and unto the full End and Term of Fourscore and Nineteen Years from thence next Ensuing and fully to be compleat and ended If he the said C D. A. his Wife and B. his Son or any or either of them shall so long happen to Live *Yielding and Paying* therefore Yearly during the said Term unto the said A B. his Heirs and Assigns the Rent of &c. at and upon the Feasts of &c. by even and equal Portions. *And also Yielding and Paying* at and upon the Death or Decease of the said C D. the best Beast or Goods or the Sum of &c. for and in the Name of an Heriot And also at and upon the Death or Decease of the said A. his Wife (she dying after the said C D.) the best Beast or Goods, &c. for and in the Name of another Heriot, And also at and upon the Death of the said B. &c. he dying successively, the best Beast or Goods for and in the Name of another Heriot *And doing* Suit and Service to and at all and every the Court and Courts of the said A B. his Heirs and Assigns to be from Time to Time during the said Term holden in and for the said Manor of &c. And there be ordered and justified in all Things touching the said Premises as other the Tenants of the said Manor for their respective Estates are shall or ought to be *And if it shall happen* the said Yearly Rent of &c. or Sums of Money reserv'd for Heriots or any Part thereof to be behind and unpaid by the Space of 21 Days next after either of the said Feasts or Days of Payment on which the same ought to be paid as aforesaid (being lawfully Demanded) And no sufficient Distress or Distresses in or upon the said Premises can or may be found whereby the same may be levied That then and from thenceforth it shall and may be lawful to and for the said A B. his Heirs and Assigns into the said Messuage or Tenement and Premises hereby Demised with the Appurtenances to Re-enter and the same to have again repossess and enjoy as in his or their former Right and Estate Any Thing herein contained to the contrary notwithstanding *And the said C D. for himself, his Executors Administrators and Assigns doth Covenant and Grant* to and with the said A B. his Heirs and Assigns That he the said C D. his Executors Administrators and Assigns shall and will well and truly Pay or cause to be paid unto the said A B. his Heirs or Assigns, the said Yearly Rent and Heriots above reserved

reserved at the Days and Times and in Manner and Form above express'd according to the true Intent and Meaning of these Presents *And also* that he the said C D. his Executors Administrators and Assigns at his and their own proper Costs and Charges shall and will from Time to Time and at all Times during the said Term hereby Granted well and sufficiently Repair Maintain Sustain Uphold Amend and keep the said Messuage or Tenement and Premises hereby Demised and every Part and Parcel thereof with the Appurtenances in and with all manner of needful and necessary Reparations whatsoever when and as often as need shall require, And the same so well and sufficiently Repaired Maintained Sustained Upheld and kept at the End Expiration or other Determination of the said Term hereby Granted unto the said A B. his Heirs and Assigns shall and will peaceably and quietly leave and yield up *And* the said A B. for himself his Heirs and Assigns doth Covenant and Grant to and with the said C D. his Executors Administrators and Assigns by these Presents That (by and under the yearly Rents Heriots Covenants and Agreements before in and by these Presents mentioned and contained) He the said C D. his Executors Administrators and Assigns, shall and may peaceably and quietly have hold use occupy possess and enjoy the said Messuage or Tenement and Premises abovementioned and every Part and Parcel thereof with the Appurtenances (Except before excepted) for and during the said Term hereby Granted without any Interruption or Denial of the said A B. his Heirs or Assigns or of any other Person or Persons whatsoever lawfully claiming or to claim any Right Title or Interest from by or under him them or any or either of them *In Witness, &c.*

There needs no *Acquittance* on the Backside of these Leases for the Consideration Money, as in other Deeds.

A Chattle Lease of Land in Reversion.

This Indenture made, &c. Between A B. of &c. of the one Part, And C D. of &c. of the other Part, Witnesseth, that the said A B. for and in Consideration of &c. He the said A B. Hath Demised, Granted, and to Farm Letten, And by these Presents doth Demise, &c. unto the said C D. All that Piece or Parcel of Pasture Ground Situate, &c. containing &c. with all Ways, Waters, Easements and Appurtenances to the same belonging or therewith usually held, letten, or occupied, accepted or taken as any Part or Member thereof, All which
said

said Premisses are now in the Possession of, &c. And which he holds for Term of his Life, or of some long Term of Years determinable on his Death (Excepting and always Reserving out of these Presents, unto the said *A B.* his Heirs and Assigns, All Timber Trees, &c. And also all Mines and Quarries of Stone, and all other Mines whatsoever, in or upon the said Premisses or, any Part thereof, with Liberty to cut down, dig up, and carry away the same at seasonable Times, And also free Liberty of Hawking, Hunting, Fishing and Fowling, in and upon the said Premisses and every Part thereof) To have and to hold the said Demised Premisses with the Appurtenances (Except before Excepted) unto the said *C D.* his Executors, Administrators, and Assigns, from and immediately after the Death, Surrender, Forfeiture, or other Determination of such Estate of the said, &c. for and during the Term of 99 Years, thence next ensuing, and following and fully to be compleat and ended, If he the said *C D.* and *A D.* of &c. or either of them shall happen so long to live, Yielding and Paying therefore from and immediately after the commencement of the said Term hereby Granted, and during the Continuance thereof unto the said *A B.* his Heirs and Assigns, the Yearly Rent of, &c. in and upon &c. by even and equal Portions And also Yielding and Paying at and upon the Deaths and Deceases of each of them the said *C D.* and *A D.* they dying after the Commencement of the said Term, and successively as they are named in the *Habendum* of these Presents the Sum of &c. for and in the Name of an Heriot And if it shall happen the said Yearly Rent hereby reserved or any Part thereof, or the said Money reserved for Heriots as aforesaid, to be behind and unpaid in Part or in the whole by the Space of 28 Days next after any or either of the said Days or Times of Payment thereof, whereon the same should, or of Right ought to be paid as aforesaid And no sufficient Distress or Distresses, can or may be found, in, or upon the said Demised Premisses, or some Part thereof, whereby the same may be Levied, Or if the said *C D.* his Executors or Administrators, do, or shall alien, let, Assign or Demise the said Premisses, or any Part thereof, to any Person or Persons whatsoever (other than to or in Trust for the said *A D.*) for any longer Time or Term than one whole Year, at any one Time without the special License and Consent of the said *A B.* his Heirs or Assigns or of the Steward of the said Manor for the Time being first had and obtained in Writing under his or their Hands and Seals for the Doing thereof, That then and in either of the said Cases, from thenceforth it shall and may be lawful, to and for

for the said *A B.* his Heirs and Assigns, into the said Premises hereby Demised, or any Part thereof, in the Name of the whole to re-enter, and the same Premises and every Part thereof, to have again, repossess, and enjoy, as in his and their first and former Estate, any thing herein contained to the contrary notwithstanding. And the said *C D.* for himself, his Executors, &c. doth Covenant and Grant, to and with the said *A B.* his &c. That he the said *C D.* his Executors, Administrators, and Assigns, shall and will, well and truly pay, or cause to be paid unto the said *A B.* his Heirs or Assigns, the said Yearly Rent and Heriots above reserved, &c. And also that he the said *C D.* his Executors, &c. shall and will at all times, during the said Term hereby Granted (commencing and determining as aforesaid) well and sufficiently Repair, Amend, Maintain, Hedge, Ditch, cleanse and keep all the Hedges, Ditches and Fences of the above Demised Premises, when and as often as need shall be or require. And the same so well and sufficiently Amended, Maintained, &c. at the End, Expiration, or other sooner Determination of the said Term hereby granted unto the said *A B.* his Heirs and Assigns, shall and will peaceably and quietly, leave and yield up, And also that he the said *C D.* his Executors, &c. shall and will from time to time, and at all times during the said Term, upon every reasonable Summons and Warning, to him or them to be given, personally be and appear and do his and their Suit and Service, at and unto all and every the Court and Courts of him the said *A B.* his Heirs and Assigns, to be from time to time holden and kept for the Manor of, &c. aforesaid; And then and there, shall and will do and perform such reasonable Service as other Tenants of the said Manor have been accustomed or ought to do. And also shall and will perform and keep all and every such reasonable Orders as shall be made at the said Courts, or any of them, by the Homage of the said Court, or the greater Number of them, And in Default thereof, shall and will pay all such Amerciaments, Pains, Penalties and Forfeitures, as shall be set on, forfeited or lost, by reason of the Breach and non-performing of the said Orders or any of them. And shall nor nor will do, commit, permit, or suffer to be done or committed any Waste, Spoil, or Destruction in or upon the said hereby Demised Premises or any Part thereof. And the said *A B.* for himself, his Heirs and Assigns, doth Covenant and Grant, to and with the said *C D.* his Executors, &c. That he the said *C D.* his Executors, &c. shall and may from time to time during the said Term have and take in and upon the said Premises (if there to be found) sufficient Wood, &c. for

for Repairing and Amending the Hedges, Gates, Stiles and Fences of the said Premises, to be spent and used thereupon, and not elsewhere. *And lastly*, that he the said C D. his Executors, &c. shall and may at all times, during the said Term hereby Granted, by and under the yearly Rent, Heriots, Covenants, Conditions and Agreements herein contained, peaceably and quietly have, hold, occupy, possess and enjoy the said hereby Demised Premises, &c. *Us Supra*, In Witness, &c.

A Covenant in a Chattle-Lease to entertain the Steward.

And also, That he the said C D. his Executors, Administrators and Assigns, shall and will at his and their own proper Costs and Charges, from time to time, and at all times during the said Term hereby granted, find and provide to and for the Steward and Officers of the said A B. his Heirs and Assigns for the Time being, at such Time as they shall come to keep Court at the said Manor of &c. sufficient and convenient Meat, Drink, and Lodging, Man's Meat, and Horse Meat, so as they exceed not the Number of &c. Persons and Horses, at any such time, and so as they come thither not above twice in any one Year, and continue there not above two Days and two Nights at any one of those times.

An Assignment of a Chattle-Lease.

This Indenture made, &c. Between C D. of &c. of the one Part, And E F. of &c. of the other Part; Whereas in and by one Indenture of Lease bearing Date &c. made or mentioned to be made between A B. of &c. of the one Part, and the said C D. of the other Part, He the said A B. for the Considerations therein mentioned did Demise, Grant and to Farm Let unto the said C D. All that Messuage or Tenement, &c. To be had and holden unto the said C D. his Executors, Administrators and Assigns, from the Day of the Date of the said Indenture, for and during the Term of 99 Years thence next ensuing, and fully to be compleat and ended, If the said C D. and &c. or any or either of them should so long happen to live, At and Under the Yearly Rent of &c. payable on &c. as in and by the same Indenture may more fully appear. Now this Indenture witnesseth, That the said C D. for and in Consideration of the Sum of &c. to him in Hand paid by the said

said *EF*, the Receipt whereof the said *CD*. doth hereby confess and acknowledge, He the said *CD*. Hath Granted, Bargained and Sold, Assigned and Set over, And by these Presents doth Grant, &c. unto the said *EF*. his Executors, Administrators and Assigns, All that the said Messuage or Tenement and Premises above recited, and every Part and Parcel thereof, with the Appurtenances, And also all the Estate, Right, Title, Interest, Possession, Term of Years to come, Property, Claim, and Demand whatsoever of him the said *CD*. of, in, and to the same, or of, in, or to any Part or Parcel thereof, together with the said recited Indenture of Lease, *To have and to hold* the said Messuage or Tenement and Premises abovementioned and hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said *EF*. his Executors, Administrators and Assigns, for and during all the Rest, Residue, and Remainder of the said Term of 99 Years above recited, which are yet to come and unexpired, determinable as aforesaid, in as large and ample manner to all Intents and Purposes, as he the said *CD*. his Executors, Administrators or Assigns, have or hath, might, should, or ought to have held and enjoyed the same, by Force and Virtue of the said recited Indenture of Lease, or by any other Ways or Means whatsoever: *And* the said *CD*. for himself, his Executors, Administrators and Assigns, doth Covenant and Grant to and with the said *EF*. his Executors, Administrators and Assigns, That the said recited and assigned Indenture of Lease is a good and sufficient Lease in the Law, And now is and standeth in full Force and Effect, unforfeited and unsurrendered; *And* that he the said *CD*. hath not done any Act or Acts to Incumber the said Premises or any Part thereof, But now hath in himself good Right, full Power, and lawful Authority to Grant and Assign the said Messuage or Tenement and Premises, and every Part thereof, with the Appurtenances, unto the said *EF*. his Executors, Administrators and Assigns, in manner aforesaid: *And also*, That he the said *EF*. his Executors, Administrators and Assigns, shall and may at all times hereafter for and during all the Rest and Residue of the said Term of 99 Years, determinable as aforesaid, which is yet to come and unexpired, peaceably and quietly Enter into, have, hold, occupy, possess, and enjoy the said Messuage or Tenement and Premises hereby Assign'd, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption, or Denial of him the said *CD*. his Executors, Administrators or Assigns, or any other Person or Persons whatsoever lawfully Claiming the said

said Premises, or any Part thereof, by, from, or under him, them or any of them, or by his or their Means or Procurement: *And further*, That he the said C D. his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having or claiming in the said Messuage or Tenement and Premises abovementioned, or any Part thereof, Shall and will from time to time and at all times hereafter, upon the Request and at the Costs and Charges in the Law of the said E F. his Executors or Administrators, Make, Do, and Execute, or cause or procure to be Made, Done, &c. All and every such further and other lawful and reasonable Grants, Acts, and Assurances in the Law whatsoever, for the further, better, and more perfect Granting and Assigning of the said Premises abovementioned with the Appurtenances, unto the said E F. To hold to him the said E F. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 99 Years to come and unexpired, as by the said E F. his Executors, Administrators or Assigns, or his or their Council learned in the Law, shall be reasonably Devised or Advised and Required. *In Witness, &c.*

Note, To this Precedent might be added a Covenant for E F. to Pay the Rent and Perform the Covenants reserved and contained in the Indenture of Lease Assign'd.

A Mortgage of a Chattle-Lease.

*This Indenture made &c. Between C D. of &c. of the one Part, And E F. of &c. of the other Part, Whereas in and by one Indenture bearing Date, &c. (Here recite the Lease) Now this Indenture witnesseth, That the said C D. for and in Consideration of the Sum of &c. Hath Granted, Bargained and Sold, Assigned and Set over, And by these Presents doth Grant, &c. unto the said E F. All and singular the said Messuage, &c. And also all the Estate, &c. To have and to hold all and singular the said Messuage or Tenement and Premises abovementioned, and every Part and Parcel thereof, with the Appurtenances, unto the said E F. his Executors, &c. for and during all the Rest and Residue of the said Term of 99 Years above recited, which are yet to come and unexpired, determinable as aforesaid, *Provided always*, and upon Condition, That if the said C D. his Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said E F. his Executors, Administrators and Assigns, the*

the full Sum of *£* *xx*. in and upon *£* *xx*. next coming, without any manner of Deduction, That then and from thenceforth these Presents and every Thing herein contained shall cease and be void, any Thing herein contained to the contrary thereof notwithstanding: *And* the said *C D.* for himself, his Executors, Administrators and Assigns, doth Covenant and Grant to and with the said *E F.* his Executors, *£* *xx*. That he the said *C D.* his *£* *xx*. shall and will well and truly pay or cause to be paid unto the said *E F.* his Executors or Assigns, the said full Sum of *£* *xx*. in and upon *£* *xx*. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents: *And also*, That he the said *E F.* his Executors, *£* *xx*. shall and may at all Times after Default shall be made in Performance of the Proviso or Condition aforesaid, for and during all the Rest and Residue of the said Term of 99 Years, determinable as aforesaid, which shall be then to come and unexpired, Peaceably and quietly, enter into, have, hold, *£* *xx*. without the Interruption or Denial of him the said *C D.* &c. *And further*, That he the said *C D.* his Executors, *£* *xx*. and all and every other Person and Persons, and his and their Executors, *£* *xx*. any Thing having or claiming in the said Messuage, *£* *xx*. shall and will at any Time or Times after Default shall be made in Performance of the Proviso or Condition aforesaid, Make, Do, and Execute, or cause or procure to be Made, *£* *xx*. All and every such further and other lawful and reasonable Grants, Acts, and Assurances, &c. *And lastly*, It is Covenanted, Granted, and Agreed upon by and between the said Parties to these Presents, That he the said *C D.* his Executors, *£* *xx*. shall and may until Default shall be made in Performance of the Proviso or Condition herein contained, Peaceably and quietly hold and enjoy the said Premises hereby Granted with the Appurtenances, and receive and take the Rents, Issues, and Profits thereof, to his and their own proper Use and Benefit, any Thing herein contained to the contrary notwithstanding. *In Witness, &c.*

A Proviso in the Mortgage, for the Mortgagee to add other Lives in the Lease, if any die.

Provided always, and it is hereby agreed and declared, *£* *xx*. That in case any of the Lives (on which the said Lease is determinable) shall happen to die, and the said *C D.* his Executors, *£* *xx*. shall neglect, or upon Request to him or them made by the said *E F.* his Executors, *£* *xx*. refuse to renew the said

said Lease, and add One or more Life or Lives in the room of such Person or Persons so dying. That then and in such Case it shall and may be lawful to and for the said E F. his Executors, &c. at any Time or Times after such Neglect and Refusal made as aforesaid, to Surrender and Deliver up the said recited Indenture of Lease into the Hand or Hands of the Lord or Lords of the Fee or Fees of the Premises hereby Granted and Assigned, And to accept and take a new Lease or Leases of the Premises hereby Granted in his own Name for the Term of 99 Years, or any greater Term or Number of Years, determinable on the Death or Deaths of such Person or Persons as he shall name, Or to add one or more Life or Lives to the present Lease in the room of such Person or Persons so dying, and to pay the Consideration Money for such Renewal or Addition as aforesaid, Which new Lease or Leases so to be made shall not be Redeemed or Redemable by the said C D. his Executors, &c. until he or they shall have fully paid and satisfied the said E F. his Executors, &c. as well the Sum of &c. hereby secured, with the Interest thereof, As also all such Sum and Sums of Money as shall be paid by the said E F. his Executors, &c. for the Fine or Consideration for such Renewal or additional Life or Lives as aforesaid, And all Costs and Charges thereabout, with lawful Interest for all such Sum and Sums of Money which he or they shall expend therein, Any Thing herein contained, to the contrary thereof notwithstanding.

A Freehold Lease of Lands.

This Indenture made &c. Between A B. of &c. of the one Part, And C D. of &c. of the other Part, Witnesses, That the said A B. for and in Consideration of the Sum of &c. to him in Hand paid by the said C D. before the Sealing and Delivery of these Presents, The Receipt whereof he the said A B. doth hereby acknowledge, &c. Hath Demised, Granted, and to Farm Letten, And by these Presents doth Demise, Grant, &c. unto the said C D. All that Messuage or Tenement, &c. situate, &c. with all Houses, Edifices, &c. to the said Messuage or Tenement belonging, or therewith usually Used, Letten or Occupied, Accepted and taken as Part, Parcel, or Member thereof, or of any Part thereof, To have and to hold the said Messuage and Tenement, Lands and Premises, with all and singular the Appurtenances, unto the said C D. his Heirs and Assigns, from the Day of the Date of these Presents, for, by, and during the natural Lives of him the said C D. and T D. Son of &c. And L D. of &c. And for and during the Life natural of every and either of them longest living, Nothing and paying therefore Yearly during the said Term unto the said A B. his Heirs and Assigns, the

Yearly Rent or Sum of *xx*. at and upon the Feast Days of the Annunciation of the Blessed Virgin *Mary*, and *St. Michael* the Archangel, by even and equal Portions, And if it shall happen the said yearly Rent of *xx*. To be behind and unpaid in Part, or in the whole, by the Space of 15 Days next after any of the said Feasts or Days of Payment on which the same ought to be paid as aforesaid, being lawfully demanded, and no sufficient Distress or Distresses in or upon the said Premises can or may be found, whereby the same may be Levied That then and from thenceforth It shall and may be lawful to and for the said *A B.* his Heirs and Assigns into the before demised Premises, with the Appurtenances, or into any Part thereof in the Name of the whole to re-enter And the same to have again repossess and enjoy as in his or their first and former Estate And the said *C D.* his Heirs and Assigns from and out of the same from thenceforth to expel amove and put out This Indenture or any Thing therein contained to the contrary thereof notwithstanding, And the said *C D.* for himself, his Heirs and Assigns, doth Covenant and Grant to and with the said *A B.* his Heirs and Assigns, That he the said *C D.* his Heirs and Assigns shall and will well and truly pay or cause to be paid unto the said *A B.* his Heirs or Assigns the said Yearly Rent above reserved, at the Days and Times above expressed, according to the true Intent and Meaning of these Presents, And also that the said *C D.* his Heirs and Assigns, shall and will from Time to Time, and at all Times during the said Term hereby granted, well and sufficiently Repair, Maintain, Sustain, Uphold, Amend and Keep, the before Demised Messuage, Tenement and Premises, and every Part and Parcel thereof with the Appurtenances in by and with all and all manner of needful and necessary Reparations whatsoever, when and as often as need shall require, And the same so well and sufficiently Repaired, Maintained, Sustained, Upheld and Kept in the End, Expiration, or other sooner Determination of the said Term hereby Granted unto the said *A B.* his Heirs, and Assigns, shall and will peaceably and quietly leave and yield up, And the said *A B.* for himself his Heirs and Assigns, doth Covenant and Grant to and with the said *C D.* his Heirs and Assigns That (by and under the Rent, Covenants and Agreements before in and by these Presents mentioned and contained) It shall and may be lawful to and for the said *C D.* his Heirs and Assigns from time to time and at all times during the said Term hereby Granted quietly and peaceably to have, hold, use, occupy, possess and enjoy the before Demised Premises and every Part and Parcel thereof with the Appurtenances without the lawful Let

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Suit, Trouble, Interruption or Denial of the said *A B.* his Heirs or Assigns or of any other Person or Persons whatsoever lawfully claiming or to Claim any Right, Title or Interest from by or under him, them or any of them, And the said *A B.* hath made, constituted and appointed, and by these Presents Doth Make, Constitute and Appoint *E F.* of *etc.* and *G H.* of *etc.* his true and lawful Attornies jointly and severally for him and in his Name to Enter into and upon all and singular the before demised Premises or into Some Part thereof in the Name of the whole, And peaceable Possession and Seisin thereof or of some Part thereof in the Name of the whole to take, And after such Possession and Seisin thereof so had and taken, the like peaceable Possession and Seisin thereof, or of some Part thereof in the Name of the whole to deliver over unto the said *C D.* or to his certain Attorney or Attornies in that Behalf to be by the said *C D.* lawfully Authorized, To hold to him, his Heirs and Assigns, according to the Purport, true Intent and Meaning of these Presents, Hereby Ratifying and allowing all and whatsoever his said Attornies or either of them shall do in and about the Premises by Virtue of these Presents. *In Witness, &c.*

Indorsement of the Livery and Seisin.

Memorandum. That on the Day *etc.* full and peaceable Possession and Seisin was had and taken of the Messuage or Tenement and Premises within granted by *E F.* one of the Attornies within named, And by him the said *E F.* Delivered over unto the within named *C D.* according to the Contents of the within written Indenture, In the Presence of us,

Witnesses, } *E F.*
 } *L M.*

A Mortgage of a Freehold Lease.

This Indenture made etc. Between *A B.* of *etc.* of the one Part, And *C D.* of *etc.* of the other Part, *Whereas* the said *A B.* stands seized to him and his Heirs for his own Life and the Lives of *etc.* Of and in All that Messuage or Tenement, *etc.* with all Houses, *etc.* Under the yearly Rent of *etc.* As by the Lease thereof bearing Date *etc.* made and granted by *etc.* may appear, *Now this Indenture Witnesseth.* That the said *A B.* for and in Consideration of the Sum of *etc.* The Receipt whereof, *etc.* Hath Granted, Bargained and Sold, Assigned, Released, and Confirmed, And by these Presents doth Grant, Bargain, *etc.* unto the said *C D.* (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made for one whole Year by Indenture bearing Date the Day next before the Day of the Date of these Pre-

sents, and by Force of the Statute for Transferring of Uses into Possession) and to his Heirs and Assigns, All and singular the said Messuage or Tenement and Premises abovementioned, and every Part and Parcel thereof, with the Appurtenances, And the Rents, Reversions, Remainders, and Services thereof, And also all the Estate, Right, Title, Interest, Claim, and Demand whatsoever of him the said *A B.* of, in, and to the said Messuage or Tenement and Premises abovementioned, and of, in, and to every Part and Parcel thereof, with the Appurtenances, *To have and to hold* all and singular the said Messuage or Tenement, Lands and Premises abovementioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *C D.* his Heirs and Assigns, for and during the natural Lives of the said *etc.* And for and during the Life of the longest Liver of them, *Provided* always and upon Condition, That if the said *A B.* his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said *C D.* his Executors, Administrators or Assigns, the full Sum of *etc.* in and upon *etc.* next coming, without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, That then and from thenceforth these Presents and every Thing herein contained shall cease and be void, any Thing herein contained to the contrary notwithstanding, *And* the said *A B.* for himself, his Heirs and Assigns, Doth Covenant and Grant to and with the said *C D.* his Executors, Administrators and Assigns, That he the said *A B.* his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said *C D.* his Executors, Administrators or Assigns, the said full Sum of *etc.* in and upon *etc.* next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents, *And also,* That he the said *C D.* his Heirs and Assigns, shall and may from time to time and at all times after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly Enter into, have, hold, occupy, possess, and enjoy the said Messuage or Tenement and Premises abovementioned, with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *A B.* his Heirs and Assigns, and of all and every other Person and Persons whatsoever, *And further,* That he the said *A B.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises abovementioned, or any Part thereof, shall and will at any time or times after Default shall be made in Performance of the said Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, *etc.* All and every such further and other

other lawful and reasonable Grants, Acts, and Assurances in the Law whatsoever, for the further, better, and more perfect Granting and Assuring of All and singular the said Premises abovementioned and of every Part and Parcel thereof with the Appurtenances unto the said C D. his Heirs and Assigns To the only proper Use and Behoof of the said C D. his Heirs and Assigns for and during all the rest and residue of the said A B's Term and Interest therein which shall be then to come and unexpired As by the said C D. his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably Devised or Advised and required, And Lastly It is Covenanted and Agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is and it is hereby so Declared That the said A B. his Heirs and Assigns shall and may at all Times until Default &c. peaceably and quietly have, hold and enjoy &c. In witness &c.

A Freehold Lease may be likewise Mortgaged by Demise, for 99 Years, If the Lives on the Lease live so long; And then the Security will be a *Chattle*, and not Freehold.

A Lease of Copyhold Lands, by Power of Licence.

This Indenture made &c. Between A B, of &c. of the one *Leases of* Part, and C D. of &c. of the other Part, *Witnesseth*, That the *Copyholds*, said A B. by Virtue of a Licence by him obtained of and from &c. Lord of the Manor of &c. for the Granting and Letting to Farm the Messuage or Tenement hereafter in and by these Presents Demised to the said C D. Hath Demised, Granted, and to Farm Letten, And by these Presents doth Demise &c. unto the said C D. his Executors &c. All that Messuage or Tenement &c. Situate &c. To have and to hold the said Messuage or Tenement and Premises with the Appurtenances unto the said C D. his Executors, Administrators, and Assigns, from the Day of the Date of these Presents, for and during the Term of &c. Years, from thence next Ensuing and fully to be compleat and ended, *Yielding and Paying* therefore Yearly, and every Year during the said Term unto the said A B. his Heirs and Assigns, the Yearly Rent or Sum of &c. in and upon &c. And if it shall happen the said Yearly Rent to be behind and unpaid &c. (Here a Clause of *Distress*, And the usual Covenants to Pay the Rent, &c.) And the said C D. for himself, his Executors, Administrators, and Assigns, and every of them, Doth Covenant Promise and Grant to and with the said A B. his Heirs, Executors, and Assigns, That he the said C D. his Executors &c. nor any of them, shall do, or wittingly or willingly permit or suffer to be done any Act, Matter or Thing whatsoever, which may forfeit, lose, or impair the Estate or Interest of the said A B

of

of in or to the said hereby Demised Premises, or of in or to any Part or Parcel thereof, or which may be otherwise prejudicial to the said A B. his Heirs &c. for or concerning the having, holding, or enjoying of the same or any Part thereof, And the said A B. for himself, his Heirs, Executors, and Assigns, doth Covenant and Grant, to and with the said C D. his Executors, &c. That he the said C D. his Executors, &c. On Payment of the said Yearly Rent and Performance of the Covenants and Agreements herein contained, which on his and their Parts and Behalfe are and ought to be performed, shall and may quietly and peaceably have, hold, and enjoy all and singular the before Demised Premises, and every Part and Parcel thereof with the Appurtenances during the Term hereby Demised, without any Interruption of him the said A B. his Heirs &c. or of any Person or Persons whatsoever claiming, or that may claim any Estate, Right, Title, or Interest, of in or to the same or any Part thereof, by, from, or under him, them, or any of them, And lastly, the said A B. for himself, his Heirs &c. doth Covenant and Grant to and with the said C D. his Executors &c. That he the said A B. his Heirs, &c. or some or one of them, shall and will from time to time, and at all times, hereafter Discharge, save harmless and keep Indemnified the said C D. his Executors &c. of and from all Quit Rents, Payments, Duties and Services, to be had, paid, made or done, for or out of the said hereby Demised Premises or any Part thereof to the said &c. Lord of the Manor aforesaid, his Heirs and Assigns. In Witness, &c.

A Mortgage of Copyhold Lands, by Power of Licence.

This Indenture made &c. Between A B. of &c. of the one Part, and C D. of &c. of the other Part, Whereas the said A B. by Copy of Court Roll of the Manor of &c. bearing Date &c. Doth hold of the Right Honourable T. Lord A. for the Term of his Life, and the Lives of C B. &c. And the Life of either of them longest living successively at the Will of the Lord according to the Custom of the said Manor, one Messuage or Tenement with the Appurtenances lying within the said Manor, now in the Possession of &c. By and under the Yearly Rent of &c. And one Heriot when it shall happen, And by and under all other Rents, Suits and Services, therefore due and of Right accustomed; And whereas by the said Copy of Court Roll Licence is Granted to the said A B. to Demise and Let the said Messuage or Tenement &c. to any Person or Persons whatsoever, for the Term of 21 Years then next following, If they the said A B. C B. &c. or any or either of them shall so long live, so as the said Messuage or Tenement

be from time to time well and sufficiently Repaired, and the Rents, Suits, and Services therefore due to the Lord, he well and truly rendered and paid, As by the said Copy of Court Roll may more fully appear, *Now this Indenture Witnesseth*, that the said A B. by Virtue of the said Licence and Authority in and by the said Copy of Court Roll granted as aforesaid, And in Consideration of the Sum of *etc.* to him in Hand paid *etc.* Hath Demised, Granted, and to Farm Letten, And by these Presents doth Demise *etc.* unto the said C D. All that the said Messuage or Tenement abovementioned to be Granted in and by the said Copy of Court Roll, and every Part and Parcel thereof with the Appurtenances, And also all Ways, *etc.* To have and hold the said Messuage or Tenement and Premises hereby Granted or mentioned, or intended to be Granted with the Appurtenances unto the said C D. his Executors and Assigns from *etc.* for and during the Term of 21 Years from thence next ensuing, and fully to be compleat and ended, If he the said A B. C B. &c. or any or either of them shall happen so long to live, Yielding, Paying, Doing and Performing, during the said Term, all the Rents, Heriots, Suits, Services and Customs, which shall become and grow due for the same, And which by the said A B. C B. &c. or either of them are, or should, or ought to be, from time to time, paid, done, rendered and performed, *Provided* always and upon Condition, that if the said A B. his Heirs, Executors, or Administrators, do well and truly Pay, or cause to be paid, unto the said C D. his Executors *etc.* the full Sum of *etc.* in and upon *etc.* without any Deduction or Abatement, for or upon Account of any Taxes, Charges or Impositions whatsoever, That then and from thenceforth, these Presents, and every thing herein contained, shall cease, determine and be void, And then and from thenceforth, it shall and may be lawful, to and for the said A B. or such Person or Persons, to whom the Premises shall belong, according to the Custom of the said Manor of *etc.* To have, hold and enjoy all and singular the said Premises abovementioned, with the Appurtenances, and Receive the Rents and Profits thereof, as in his or their first and former Right and Estate, any thing herein contained to the contrary thereof, in any wise notwithstanding, And the said A B. for himself, his Heirs, Executors, and Administrators, doth Covenant and Grant, to and with the said C D. his Executors *etc.* that he the said A B. his Heirs, *etc.* shall and will, well and truly Pay, or cause to be paid the Sum of *etc.* in and upon *etc.* And also, that he the said A B. now is true and lawful Owner of the said Messuage or Tenement, and Premises abovementioned with the Appurtenances, And that there

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, THE 10th DAY OF MAY, 1711.

by Virtue of the said recited Copy of Court Roll and Licence therein Granted, he the said *A B.* hath good Right, full Power and lawful Authority to Demise and Grant the said Messuage and Tenement &c. unto the said *C D.* his Executors, &c. for and during all the said Term hereby Granted, determinable as aforesaid, in manner and form aforesaid, *And also that the said C D.* his Executors, &c. shall and may at all times, after Default shall be made in performance of the Proviso or Condition aforesaid, peaceably and quietly Enter into have, hold, occupy, possess and enjoy, all and singular the said Messuage or Tenement and Premises abovementioned, with the Appurtenances for and during the Remainder of the said Term hereby granted, determinable as aforesaid, which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *A B.* or the said *C D.* &c. or either of them, their or either of their Executors, Administrators or Assigns, And of all and every other Person and Persons whatsoever. *And further that he the said A B.* his Heirs, Executors, and Administrators, and all and every other Person and Persons and his and their Heirs, Executors and Administrators any thing having or claiming in the said Premises abovementioned or any Part thereof shall and will at any Time or Times after Default shall be made in Performance of the Proviso or Condition aforesaid, make, do and execute or cause or procure to be made &c. All and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever for the further better and more perfect and absolute Granting and Assuring of all and singular the said Premises abovementioned with the Appurtenances unto the said *C D.* his Executors &c. for and during all the rest and residue of the said Term hereby Granted, which shall be then to come and unexpired, Absolutely freed and discharged of and from the Proviso or Condition abovementioned, And of and from all Benefit and Equity of Redemption of the said Premises by Virtue or Colour thereof or otherwise howsoever, As by the said *C D.* his &c. or his or their Counsel learned in the Law shall be reasonably Devised or Advised and Required. *And Lastly* It is Covenanted &c. That until Default shall be made in Performance of the Proviso or Condition aforesaid, he the said *A B.* his Heirs, Executors and Administrators shall and may hold and enjoy all and singular the said Premises abovementioned, and receive and take the Rents and Profits thereof to his and their own proper Use and Benefit, Any Thing herein contained to the contrary notwithstanding. *In Witness &c.*



FINIS.

